

## TRUTH IN SELLING

### UNFAIR TRADE PRACTICES ACT

On January 1, 1976, the Unfair Trade Practices Act became law in Alberta. It is intended to prevent unfair business practices and aid consumers in recovering any losses caused by such practices.

Suppliers have to maintain a standard of conduct when selling goods and services which can best be described as TRUTH IN SELLING.

The GOODS covered by the Act are generally, anything you can move or see, that is to be used by an individual primarily for personal, family or household purposes. The Act does not include real estate.

The Act deals with four types of consumer SERVICES. Included are services provided to maintain or repair goods or private dwellings; services provided to an individual involving the use of social, recreational or physical fitness facilities; moving, hauling and storage services; and certain kinds of instructional or educational services.

Three major transactions are identified by the Act as being so objectionable that a Court may declare the entire transaction unfair and award damages for loss.

The first is the subjection of the consumer to undue pressure, by the supplier, to enter into a consumer transaction.

The second is the involvement in a consumer transaction by a supplier, where the consumer wasn't reasonably able to understand the nature of the transaction and the supplier took advantage of that consumer's inability to understand.

The third objectionable transaction is one in which there is a major defect in the goods - one so substantial that the consumer couldn't get his expected value from the goods or services. If the supplier knows of this defect and also knows that the consumer isn't aware, or could not reasonably become aware of the defect, yet goes ahead with the transaction without informing



the consumer, this is considered an unfair practice.

This Act also covers any representation or conduct which deceives or misleads consumers. It is designed to prevent unfair business practices before consumers are hurt and to this end a list of 21 specific unfair practices in the representation of a product or transaction is included in the Act. While the Unfair Trade Practices Act was established to help resolve certain unfair business transactions, consumers should try to avoid these transactions themselves. Make sure you understand the advertising and the claims made by salespeople. Although the Unfair Trade Practices Act does not distinguish between verbal and written statements, it is often difficult to prove what was said. You should, therefore, have important "claims" written into the sales agreement. Never sign a contract without reading it first and never sign a blank contract to be filled in later. Keep your sales bills, contracts, warranties, instructions and cancelled cheques in case a problem does arise.

For further information about the Unfair Trade Practices Act, contact your nearest Regional Office of Alberta Consumer and Corporate Affairs and ask for the booklet "Unfair Trade Practices."

#### ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY 253-0909

Box 5880, Postal Station "A"  
222 Centre 70  
7015 Macleod Trail South  
Calgary, Alberta  
T2H 2M9

EDMONTON 427-5782

3rd floor Capilano Centre  
9945-50 Street  
Edmonton, Alberta  
T6A 0L4

FORT McMURRAY 743-7231

9809 Main Street  
Fort McMurray, Alberta  
T9H 1T7

LETHBRIDGE 329-5360

501 Professional Building  
740-4 Avenue South  
Lethbridge, Alberta  
T1J 0N8

PEACE RIVER 624-6214

Peace River Provincial Building  
9621-96 Avenue  
Peace River, Alberta  
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RED DEER 343-5241

Box 5002  
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Red Deer, Alberta  
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## CHILDREN'S ALLOWANCES

### INTRODUCTION

A major part of responsible parenting is the education of children in the basic skills required to function effectively in the Marketplace. Consumer behaviours and attitudes are learned early in life within the family.

Good money management is an important skill for young children because:

- \* Young children are bombarded with "BUY! BUY!" messages.
- \* Consumer choices have never been as plentiful, nor as difficult.
- \* Money just doesn't stretch far enough to get all the things we "need" and "want". Effective decision-making about money matters can lead to greater satisfaction. Inflation enhances the importance of consumer skills.
- \* Most of our life is spent earning money; and how we spend it determines, in large part, our lifestyle.
- \* Consumer behaviours are learned at a young age and children readily absorb the attitudes and values of their parents.

Many parents find that a system of providing a regular weekly allowance encourages each child to develop a sense of responsibility in financial matters. Once the child recognizes the value of coins and has some understanding of the value of money, responsible money management can be learned quickly. A program for parents and children is contained in the Alberta Consumer and Corporate Affairs publication "LEARNING TO MAKE ALLOWANCES". This educational program is aimed at children aged 5 - 12. It provides detailed guidelines for parents interested in improving the money management skills of their children.

### THE ALLOWANCE

An allowance is defined as a regular weekly amount of money provided to each child as its share of the family income. Family discussions should establish an amount that is appropriate for each child; the kinds of things which must be bought with the allowance; and which chores are expected. In order that the child may develop increasing skill and responsibility, it is important that the allowance be increased in accordance with the child's growing maturity.

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The following chart lists different items that might be included within the allowance.

SUGGESTED ITEMS TO BE BOUGHT FROM THE ALLOWANCE

					SMALL ITEMS OF CLOTHING
				SCHOOL LUNCHES	SCHOOL LUNCHES
			SAVINGS	SAVINGS	SAVINGS
		FAMILY GIFTS AND CHARITY	FAMILY GIFTS AND CHARITY	FAMILY GIFTS AND CHARITY	FAMILY GIFTS AND CHARITY
	SCHOOL SUPPLIES	SCHOOL SUPPLIES	SCHOOL SUPPLIES	SCHOOL SUPPLIES	SCHOOL SUPPLIES
CANDY AND SNACKS	CANDY AND SNACKS	CANDY AND SNACKS	CANDY AND SNACKS	CANDY AND SNACKS	CANDY AND SNACKS
TOYS	TOYS	TOYS	TOYS	TOYS	TOYS
AGE 5-7	AGE 8	AGE 9	AGE 10	AGE 11	AGE 12

(AGE RANGES ARE APPROXIMATE)

A regular weekly allowance encourages children to handle their own transactions, to shop around for the best value, and to save for major purchases. It can teach them how to avoid impulse buying and how to resist the pressures of advertising.

Children will need the active assistance of their parents as they begin to experience the complexity of the Marketplace. This is where the allowance becomes a first-rate teaching tool. Careful observation and frequent family discussions will allow parents to develop maturity and responsibility in their children. Patience, tolerance and understanding will be required by parents in developing good money management skills. Remember, young children are only beginning to learn how to cope with money. Mistakes that they make are an essential part of learning. Only by learning how to learn from their mistakes can children really develop an individual and personal sense of responsibility.

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Remember that children mature at very different rates. Forcing your child to cope with difficult concepts too early may slow his overall development. Research indicates that children are very money conscious at around 8 years of age.



*"Nothing doing — I want my allowance in Swiss francs from now on!"*

#### SOME BASIC GUIDELINES:

- \* An allowance can be given to children as soon as they recognize the basic Canadian coins. (Usually about age 5 - 6)
- \* A regular weekly allowance encourages the child to understand that "Money Doesn't Grow on Trees" and that priority choices have to be made.
- \* The allowance should be reviewed regularly and every effort made to increase the number of items which the children buy for themselves.
- \* It is important that children have some discretionary money left over after buying "essentials". This will encourage them to make personal choices on how their money is to be managed.
- \* Each family must establish its own ground-rules about which chores are a normal part of the child's family responsibility. The allowance should not be withdrawn as a punishment.
- \* As your children begin to earn their own income (baby-sitting, newspaper route, etc.) new family decisions will have to be made about the allowance.
- \* Saving up for major purchases should be encouraged. By age 12 children should be capable of managing a Savings Account and regularly budgeting for the purchase of their own clothes. If the child spends his "own" money, parents can reasonably expect greater care to be taken of personal property.

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## SUMMARY:

A regular weekly allowance is a first-rate means of developing good consumer behaviours. The following concepts and skills should be taught during the child's early years:

1. Recognition of Canadian coins and bills.
2. Appreciation of the value of money.
3. Ability to set priorities for personal financial goals and save for them.
4. Ability to "Comparison Shop" for the "Best Buy" and to make effective choices from a wide variety of products.
5. Ability to resist "impulse" buying and make effective financial decisions.
6. Understanding that financial priorities are essential, and that money is only a means of achieving personal goals.

Gradually increasing the amount of the allowance as your children mature will increase their sense of responsibility. In coping with today's complex marketplace, the children need all the help they can get. It is important that basic money management skills are learned early so that the transition to adult independence is made easier.

If you are interested in more information about Children's Allowances write Box 1616, Edmonton, Alberta. T5J 2N9, and ask for a copy of "COSMIC COINSHIP I --- LEARNING TO MAKE ALLOWANCES". A copy can also be obtained from your nearest Regional Office of Alberta Consumer & Corporate Affairs. Discussion with friends and neighbours can also provide valuable information on ideas that work. The following books are useful references:

- \* Alberta Consumer & Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9 Learning To Make Allowances, 1979.
- \* LEE, Mary Price. Money & Kids; How to Earn It, Save It, & Spend It. Philadelphia: Westminster Press, 1973.
- \* SUTHERLAND, Bruce. One Penny, Two Penny. Toronto. Sutherland Publication, 1977.
- \* TAYLOR, Jack and A. TROELSTRUP. The Consumer in American Society: Additional Dimensions, N.Y.: McGraw-Hill, 1974.
- \* WEINSTEIN, Grace W. Making Allowances: A Parent's Guide. November 1972 issue of Money Magazine.
- \* WEINSTEIN, Grace W. Money of Your Own. N.Y.: Dutton, 1977.
- \* Alberta Agriculture. A Child's Share of The Family Income, (Pamphlet), 1974.



## CREDIT WORTHINESS & CREDIT REPORTING AGENCIES

In order to get credit, you must be able to convince the lender that he has a good chance of getting his money back. The degree of confidence he has will be dependent on your credit worthiness. This is determined by four factors often referred to as the four C's of credit worthiness.

- (1) Character - measured by your attitude towards paying bills based on your previous financial record.
- (2) Capacity - your ability to repay, based on the type of work you do, your wages or salary, and the amount of any other income and the extent of current financial commitments.
- (3) Capital - measured by your financial resources, including equity in your home, household goods, automobile, life insurance and savings account.
- (4) Collateral - sometimes a creditor requires that some article of value be offered as security.

The source of information to determine your credit worthiness comes from your credit application to a particular credit grantor and/or from a credit reporting agency.

The best known credit reporting agency is the Credit Bureau.

The name "CREDIT BUREAU" is a registered name which applies to the cross-Canada members of the Associated Credit Bureaus of Canada. They maintain files containing information on local consumers who have made credit transactions.

The files include:

- \* identification of the consumer including full name, address, and spouse's name;
- \* present employment information;
- \* personal history, including the consumer's former address, former employer, spouse's employer, number of dependents; and
- \* credit history, indicating the promptness with which a consumer has paid his bills in the past and public record information covering lawsuits, judgements and litigation that may have some bearing on a person's ability to pay his bills.

Information in the files is collected from those credit granting agencies which  
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are members of the Bureau. They provide information taken from credit applications as well as details relating to an individual's repayment record. In addition, the Credit Bureau records information available through public records such as statements of claim, writs, registered chattel mortgages, conditional sales contracts and bankruptcies.

Information in your file is available only to Credit Bureau members. These tend to be businesses, either merchants or financial institutions, that grant credit. Member businesses are given code numbers to use when they call in for a credit check on someone who is applying to them for credit. They can get the information over the telephone or request a longer written record. A fee is charged for each credit check.

Credit information is computerized in many cases. Currently there is a main information bank in Montreal to which numerous Credit Bureaus across Canada are linked. Eventually, all credit data will be stored in the one location with computer terminals in local Credit Bureaus to retrieve the information for a local credit check. Large credit grantors such as department stores also have terminals, allowing them direct access to the data.

It is important to understand that the Credit Bureau does not make recommendations or judgements about whether or not credit should be granted to you. The Bureau simply serves to collect factual information which can be used by an individual credit grantor to help him decide his course of action. Often poor credit worthiness does not mean a loan won't be made. It may simply mean that the lender may charge a higher interest rate to offset the greater risk he is taking or he may reduce the amount of money he will lend.

If, for any reason you think that the information in your Credit Bureau file is incorrect, or if you wish to update your file, contact their office. Arrangements can be made to review your file after showing proper identification. The Credit Bureau is concerned with keeping your file current and accurate. They will welcome any proof that an item on file is incorrect.



## FUNERAL PRACTICES

CCA-06.182

### A GUIDE FOR CONSUMERS

CANADIAN  
JAN 02 1990

This publication is intended to inform you about the services and alternatives available regarding funeral practices. More importantly, we hope to make you aware of the benefits that can be gained from pre-planning an inevitable event.

#### INTRODUCTION

In a culture oriented towards youth and good health, most people are uncomfortable with the subject of death and, as a result, are ill-informed about death practices. Lack of information, plus the psychological upset put consumers in a particularly vulnerable position when they are arranging a funeral at the time of death.

Many people do not consider costs important at such a time. Consequently, they may end up with a more elaborate funeral than they or the deceased may have wanted and with a bill which could be a severe financial burden.

If you think about the subject of death practices now, you may come to some conclusions about how you would like your own service conducted and you can let your wishes be known to family members. The following information will also be useful should you ever be in a situation where you are called upon to make arrangements for somebody else.

#### SOME PREPARATORY INFORMATION

Prior to a discussion of types of services, it will be helpful to review some of the specific components of these services.

##### Caskets

The casket is a major factor in the price of a funeral. Prices usually range from \$100 for something very plain to thousands of dollars for ornate metal or hardwood caskets. The less expensive caskets may not be on display, but are usually available for the asking.

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Very recently heavy corrugated cardboard caskets have been developed and sell for under \$20. In some areas a fancy casket shell, called a catafalque can be rented for use during the funeral and grave side service and is then lifted off the liner and returned to the funeral home for re-use.

It often happens that the bereaved, upset and wanting to do their best for the deceased, choose a very elaborate, costly casket. When choosing the casket, it would be wise for the bereaved to be accompanied by someone who is better able to be objective about such a major purchase.

### Embalming

Embalming is a procedure whereby a chemical fluid is substituted for blood soon after death. This is done primarily for temporary preservation of the body and for cosmetic purposes, to improve the body's appearance for viewing.

In Alberta, embalming is not required if the body is to be buried or cremated within 72 hours after death. When a person dies of a communicable disease embalming is not done. Instead, the body is put in a sealed metal lined container. Embalming and cosmetic restoration are usually done when the body is to be viewed in an open casket. Embalming, in this case, is an aesthetic preference, not a legal necessity except in the circumstance previously mentioned.

In the absence of specific instructions to the contrary, funeral homes generally proceed with embalming. Consider the process, the cost and the benefit. You make the decision and let your wishes be known.

### Disposal

Traditionally remains are buried, however, cremation is becoming an increasingly popular alternative.

Burial: There are two methods of burial. The first is an in-ground burial whereby the remains are placed in a casket and lowered into the ground. Some cemeteries require a liner of wood or concrete. Built with or without a bottom, this structure is supposed to keep the ground even and solid to allow for easier maintenance.



The second type of burial is relatively uncommon but occurs where the remains and casket are permanently placed in a building or mausoleum above or just below the ground.

Cemetery costs vary widely. It may be wise to ask for a written statement listing all costs before the purchase is finalized. Inquire about the following:

- \* plot prices: graves vary in price between cemeteries and also according to location within cemeteries. Usually prices in municipally-owned cemeteries are lower and there may be fewer restrictions as to the type of burial (such as in a shroud rather than a casket) and vault requirements (many require none);
- \* veterans' rates: reduced rates may be given for veterans, although not necessarily for their spouses; sometimes spouses may not be buried nearby, but ashes may be scattered on or in the plot;
- \* grave markers: some cemeteries restrict the style and even the supplier;
- \* installation charges on grave markers and monuments;
- \* permanent care costs;
- \* vault or rough box requirements: not mandatory by law, but may be a requirement of individual cemeteries;
- \* double occupancy: some allow two burials, one deep and one shallow, in one plot;
- \* price of grave opening and closing;
- \* whether there is a surcharge for non-residents;

Cremation: This alternative offers practical advantages in a time of urban sprawl and increasing land prices. A cemetery plot is not necessary and cremation is generally less expensive than a burial, with the average cost running \$50 to \$100, exclusive of any additional services.

The process of cremation involves the incineration of both the body and casket, if one is used. There is no legislation in Alberta requiring that a casket be used in cremation. However, funeral chapels and crematoria most often request that the body be enclosed in a container which is combustible, of rigid construction and equipped with handles. This may be home-made if you choose. The use of such a box allows the body to be handled in a dignified way. Some crematoria, however, are prepared to cremate a body wrapped only in a sheet or shroud.



After cremation, there is usually a small amount of ash remaining. This may be disposed of by the crematorium (usually by scattering) or returned to the next-of-kin, usually in a cardboard container suitable for shipping. If the ashes are to be kept by the family, an urn can be made or purchased. There are no legal restrictions in Alberta regarding scattering of ashes by the family at a chosen spot such as a body of water or in the wild. Cemetery facilities for receiving ashes vary. Some cemeteries have an urn garden where cremation plots, two feet square, are available for burial of the urn; some have a columbarium, which is an above-ground structure of recessed niches to hold cremation urns; or alternately, ashes may be scattered or buried in a family plot, provided permission has been given by cemetery authorities.

Most crematoria and funeral homes will provide temporary storage of ashes, for example in winter, until the family can more conveniently handle arrangements for disposal.

#### TYPES OF SERVICES

##### Funeral Service (with the body present)

In Alberta in 1976, the latest date for which Statistics Canada figures are available, a traditional funeral cost an average of \$1,075; the cost has risen since then. This price typically includes: removal of the body to the funeral establishment; use of funeral home facilities; embalming and restoration; price of the casket; use of a hearse for transportation to the cemetery or crematorium; arranging for religious services, burial permit, cremation permit and newspaper death notices; arrangement and care of flowers; acknowledgement cards; extension of credit; and various staff services.

If a funeral service is chosen, the next-of-kin must make several decisions including the type of casket to be used, whether the casket will be open or closed and who will conduct the service.

While flowers are often sent by friends and relatives of the deceased as an expression of their sympathy, the next-of-kin may prefer to suggest a charity or society to which contributions can be made.

##### Memorial Service (without the body present)

A memorial service is usually held in cases where the body is not available or where disposition has been made earlier through direct burial or cremation, or occasionally



when a body has been donated to science for study.

Direct burial or cremation (called a "disposal arrangement" by funeral directors) entails immediate disposition of the body directly from the place of death, thus eliminating embalming, viewing and other potentially costly elements of a conventional funeral. Arrangements are simple and relatively inexpensive.

Frequently, direct disposal is followed by a memorial service. As with funerals, a memorial service may be public or private, formal or informal. It is usually held in a church, a funeral home chapel or in the family home. The timing of a memorial service is flexible but it is usually held about the same time as a funeral would be held, or at least within a few weeks of the death.

#### DO-IT-YOURSELF ARRANGEMENTS

It is perfectly legal to arrange for burial or cremation without the services of a funeral director. Should you wish to pursue this route, depending on where you live, you can turn for information and assistance to: the Division of Vital Statistics, a local registrar (often in a town office), the Medical Examiner or one of his designates (check the local hospital for the name) or a police station. Each of these sources should be able to tell you the steps involved and give directions on where to get the appropriate forms. Arranging disposal involves the following:

##### A. Gathering the required documentation.

First, a medical certificate of death (DVS 6 form) must be obtained from the attending physician, or from the Medical Examiner if the death has been investigated.

Second, a death registration form (DVS 5 form) must be obtained from the Division of Vital Statistics or may be available at a hospital. This form asks for the personal history of the deceased. The address for the Division of Vital Statistics is given at the end.

Third, when the previous two forms are completed they are taken to the Division of Vital Statistics and a burial permit can be obtained. If the other documentation is in order, a burial permit may be obtained from a police station in Edmonton and Calgary (weekends only) or from some hospitals.

Fourth, if cremation is desired, the Medical Examiner's Office must be contacted. A Medical Examiner will cause the body to be examined and will examine the medical certificate of death (DVS 6 form). If everything is in order he will give written authority to proceed with the cremation. There is no charge.

B. If disposal cannot be arranged within 24 hours, storage will have to be found. A hospital, especially if the deceased died there, may be asked to hold the body for a short time if they have the refrigerated facilities.

C. Obtain a casket, possibly home-made, or a shroud, check with the cemetery or crematorium to make sure it meets their requirements.

D. Make arrangements for disposal with a cemetery, crematorium or medical school (if the body is to be donated for research).

E. Transportation of the body must be arranged. There are no regulations as to the type of conveyance that must be used, nor are there any permits necessary. However, if the body is to be transported out of Alberta a permit must be obtained from the Medical Examiner.

F. A funeral or memorial service can be arranged if desired. It can be held in a church, private home, or any reasonable location of your choice.

G. An obituary can be prepared for the newspaper if desired.

#### DIFFICULTIES IN ARRANGING SERVICES AT TIME OF NEED

Most people do not think about funeral practices until they are faced with the responsibility of making arrangements for a friend or relative. Services planned at the time of death are referred to as "time of need arrangements". Arranging a service at the time of need is often difficult because:

- \* the bereaved are often not in an emotional frame of mind to make the necessary decisions;
- \* most people have limited experience in making arrangements and are not aware of the range of alternatives from which to choose; and,



- \* comparative shopping for funeral homes is difficult and often impossible because the bereaved are required to make a choice within hours after the death. Furthermore, funeral homes are sometimes reluctant to give prices over the telephone.

### PRE-ARRANGEMENT OF SERVICES

Many of the difficulties listed above can be avoided. By pre-arranging a service and method of disposal in advance of death, survivors are spared the burden of decision-making during a time of grief. It also allows survivors to be sure the deceased gets the kind of funeral he or she wanted. Pre-arrangements are generally made through a funeral director (pre-need plans) or through a memorial society.

### PRE-NEED PLANS

Some funeral establishments in Alberta offer pre-need funeral plans in accordance with The Pre-arranged Funeral Services Act. Pre-arrangement includes a specification of the type of funeral desired, followed by:

- \* the deposit of the full sum of money in a trust fund to provide funeral expenses, or
- \* paying the sum on a monthly or time basis, or
- \* giving instructions for the funeral with no money paid before the death, but directing that the costs be covered from the estate or insurance benefits. This is relatively uncommon, except through memorial societies which are discussed in a following section.

All details of the arrangements plus the payment plan must be in a written contract. Any monies paid towards a pre-need plan must be deposited with the Public Trustee or a Trust Company and are refundable at any time upon written request. When looking for a pre-need plan, check the following points:

- \* consider the reputation of the funeral establishment with which you deal. Talk to friends for recommendations; check with the Better Business Bureau; ask to see the licence granted by the Alberta Securities Commission, which allows the company to provide funeral services under a pre-arranged funeral plan; and finally, consider whether the funeral home is likely to still be in business for some years.
- \* consider whether interest will be paid on the money you pay for the pre-arrangement plan. If so, compare interest rates.
- \* if the contract is paid over time, is credit life insurance required? If so, are the premiums competitive with other types of life insurance?
- \* if payments are to be made in installments, is there a penalty for late payment?

- \* all goods and services which are to be provided should be described very specifically in the contract.
- \* consider whether any provision exists to cover the increased cost of the pre-arranged service due to inflation. For example, some funeral establishments include a clause in the contract whereby they agree to pay a portion of the increased funeral costs. The portion is usually stated as some percentage of the amount originally paid into the funeral company. If the cost still exceeds this amount, the difference would have to be paid by the estate of the deceased or the next-of-kin.

#### EXAMPLE

In 1975 an individual paid \$1,075 for a pre-arranged funeral.

In 1980 he dies, but the services he requested now cost \$1,460.

In the pre-arranged funeral service contract, the funeral establishment had agreed to cover an amount equal to 20% of the original contract, in this case  $(20\% \times \$1,075) = \$215$ .

The individual's estate would be responsible for the difference.

Cost at time of death	\$1,460
Original price paid plus 20%	\$1,290
DIFFERENCE TO BE PAID	<u>\$ 170</u>

#### PRE-NEED ARRANGEMENT OF A BURIAL PLOT

Cemetery services and supplies can be arranged on a pre-need basis in accordance with Part 4 of The Cemeteries Act.

As in the previous discussion, all details should be in writing, and all monies paid must be deposited with an authorized trustee. Similar considerations should also be made with respect to the selection of the company with which you do business.

Before signing a contract pay particular attention to clauses describing: transfer of privileges should you be moving and/or wishing to sell the plot; methods of payment and any default charges in the event of non-payment. Contracts for pre-arranged cemetery services and supplies can be cancelled by the purchaser within four days after the date on which he received a copy of the contract. The notice should be mailed or personally delivered to the company whose name and address should appear on the contract. No reason must be given.



## MEMORIAL SOCIETIES

Memorial societies are voluntary, non-profit organizations dedicated to helping people pre-arrange simple, dignified yet inexpensive funerals. Most memorial societies have either a legal contract or an agreement with one or more local undertakers to provide simple and inexpensive services for members. Frequently, these services are otherwise not offered to the public except on firm insistence. Memorial societies which are unable to get such an agreement from local undertakers act in an advisory capacity to those wishing to pre-arrange their funerals. Members are provided with a form on which they indicate the desired arrangements. A copy of this is then kept by the society and/or the co-operating funeral director. If you should move, your membership file can be transferred to the local memorial society.

Memorial societies discourage unnecessary expenditure on items such as luxury caskets, embalming, cosmetic restoration, and practices such as public viewing and expensive memorial floral arrangements. The societies encourage anatomical gift giving and memorial tributes that help the living, such as setting up scholarships or donations to worthy causes in lieu of flowers.

As well as their pre-arrangement services, memorial societies also provide a consumer information service on topics related to death and act as a watchdog on funeral legislation. Membership is inexpensive, usually about \$10 for a single and \$20 for a lifetime family membership.

## ANATOMICAL GIFTS

Medical science is able to make valuable use of donated tissues and organs for research, teaching and transplants. A body may be donated in its entirety, or as certain parts only. Under The Human Tissue Gift Act, a person may leave directions for the donation of an anatomical gift simply by writing the instructions on a piece of paper and signing it. The donor's wishes are paramount and cannot be changed by the next-of-kin after death.

If an anatomical gift is to be made, your next-of-kin, should be made aware of your wishes. In addition, it would be useful to carry a donor card in your wallet. In this regard, since April 1978, Alberta drivers' licences have been printed with a "universal donor card" on the back. This allows the bearer to make an anatomical gift wherever and whenever death occurs.

### SOME POINTS TO CONSIDER

If neither pre-need plans nor memorial societies appeal to you, there is yet another way to select goods and services in advance of death, thereby reducing distress for survivors.

You can consider the available alternatives, make your decisions about the type of service you would like and record your wishes in instructions to survivors. The necessary funds can be set aside in a bank or trust account or made part of life insurance planning.

If you have specific wishes regarding your disposition at death you should put them in writing and discuss them with family members. Discussion is especially important in situations where family members may be opposed to some of the arrangements you might want. If such opposition exists, and you are adamant about your wishes, you should prepare very specific instructions and have them written in your will. In this way, your designated executor (although not bound to do so by law) will in all likelihood follow your wishes and cannot be criticised by the beneficiaries for so doing. You must, of course, let your family or executor know that funeral instructions are in the will since most often a will is not read until after the funeral.

Other than in cases where there is family opposition, your preferences for disposition can be made known in a "letter of instruction". This letter can describe details of the type of service and disposal desired. In addition, you should provide details of other pertinent personal data.

For example, you should prepare a record of financial affairs with information such as bank account numbers, a list of investments and securities, insurance policies, location of safety deposit boxes, a list of sources of benefits in case of death, i.e. Canada Pension Plan, automobile insurance, company pension plan, retirement savings plans, etc. You should also prepare a will and then record its whereabouts in your letter of instruction. The existence of the letter of instruction and other papers should then be made known to a family member or friend and be kept in a place where it can easily be located by survivors.

For additional information on wills and estates contact the Alberta Women's Bureau, 1402 Centennial Building, 10015 - 103 Avenue, Edmonton, Alberta T5J 0H1, and ask for their free publication "Wills and Estates for Albertans".



FOR MORE INFORMATION ABOUT DEATH PRACTICES

Alberta Funeral Information Service: provided by member funeral directors, this service distributes several free brochures, among them "Facts About Funerals". Offices are in Calgary (253 6464) and Edmonton (478 1171); both accept collect calls.

Chief Medical Examiner/Coroner's Office: If a death occurs and you have a question about what to do, this office maintains a 24 hour telephone line: Edmonton (429 2148), Calgary (283 8275). From other locations within the Province call Zenith 22015.

Division of Vital Statistics, Alberta Social Services and Community Health: this office can provide information on the forms and procedures which must be completed prior to burial or cremation.

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10405 - 100th Avenue  
Edmonton, Alberta T5J 0A6  
Tel: 403/427 5857

5th Floor, Ford Tower  
633 - 6th Avenue S.W.  
Calgary, Alberta T2P 2Y5  
Tel: 403/261 6431

Human Parts Bank of Canada: this organization can provide information on anatomical gifts. Send a stamped, self-addressed envelope to the Human Parts Bank of Canada, 536 Ada Boulevard, Edmonton, Alberta T5W 4N7.

Memorial Societies: one of their educational objectives is to provide information on all matters pertaining to death and death practices. Contact your nearest society for information. "A Teaching Unit on Death & Dying" is available from the Memorial Society of Edmonton and District for \$4. Below is a list of memorial societies in Alberta:

Calgary Co-op Memorial Society Ltd.  
Box 6443, Station 'D'  
Calgary, Alberta T2B 2E1

Memorial Society of Edmonton and District  
5904 - 109B Avenue  
Edmonton, Alberta T6A 1S8

Memorial Society of Grande Prairie  
Box 471  
Grande Prairie, Alberta T8V 3A7

cont'd

MEMORIAL SOCIETIES (cont'd)

Lloydminster, Vermilion & District Memorial Society  
4729 - 45 Street  
Lloydminster, Saskatchewan S9V 0H6

Memorial Society of Red Deer & District  
Box 817  
Red Deer, Alberta T4N 5H2

Memorial Society of Southern Alberta  
924 - 20th Street South  
Lethbridge, Alberta T1H 1S6

ADDITIONAL READINGS

1. Morgan, Ernest, A Manual of Death Education and Simple Burial (8th ed)  
Burnsville, N.C.: The Celo Press. 1977
2. Neilson, William A. and C. Gaylord Watkins. Proposals for Legislative Reform Aiding the Consumer of Funeral Industry Products & Services.  
Burnsville, N.C.: The Celo Press. 1973.
3. The Editors of Consumer Reports. Funerals: Consumers Last Rights. Mount  
Vernon, N.Y.: Consumers' Union of United States, Inc., 1977.
4. Watt, Jill. Canadian Guide to Death and Dying. Vancouver International  
Self-Counsel Press, 1974.



## ALTERNATIVES TO PREMIUM LEADED GASOLINE

Due to low demand for premium leaded gasoline, most gasoline manufacturers have ceased production of this grade.

If you are driving a car that requires premium leaded gasoline you are probably wondering what to do. Don't panic! And don't necessarily run out and have your car mechanically (and expensively) "detuned". The latter being a process whereby cylinder head spacers are installed to reduce the compression ratios thereby allowing the use of regular grade gasoline. There is an alternate solution.

### FIRST OF ALL, WHY YOUR CAR REQUIRES PREMIUM LEADED GAS

The premium grade gasoline is required for its high octane rating or anti-knock index rating; the lead component is required to lubricate the valve seats.

Therefore, it is not a solution to simply use regular leaded gas or premium unleaded gas. A combination is required.

### WHAT TO DO WHEN PREMIUM LEADED GAS IS UNAVAILABLE

Most automotive experts suggest that if your car requires premium leaded gas and none is available, a practical thing to do is to combine some proportion of regular leaded and premium unleaded gasoline in every tankful.

While the ratio of one quarter tank of regular leaded with three quarters of a tank of premium unleaded has been suggested, some cars might be able to use a fifty-fifty mix. It depends on the car you operate, the way you drive, and the type of driving you do, i.e. highway or city, hauling a trailer, etc.

Each person should experiment with the proportion of regular leaded and premium unleaded gasoline that is most suitable. "Suitability" will be measured by the fact that the mixture will have sufficient premium grade high octane fuel to avoid engine knock, but will have as much as possible regular leaded fuel mixed in to keep the price down, and keep the lead content sufficiently high.

NOTE: Some gasoline manufacturers are suggesting that as an alternative to combining regular leaded and premium unleaded gasoline in each tankful, you can use premium unleaded gasoline and fill up every 4th or 5th time with regular leaded gasoline. Although this suggestion is more convenient at the pump, it is less desirable because of the potential engine knock that may be created during use of the tankful of the regular grade gasoline. Some automotive experts suggest that this practice could, under certain driving conditions, be damaging to your car.



## THE LANDLORD AND TENANT ACT, 1979

CC-00118

### INTRODUCTION

The Landlord and Tenant Act, 1979 became law in Alberta on July 1, 1979. The following information highlights several provisions of the new Act. Because of the limited scope of this tip sheet, you should go to the Act itself for a full statement of the law.

The comments that follow apply to residential premises although the Act also addresses itself to commercial tenancies. "Residential premises" do not include premises rented for business purposes with living accommodations attached and rented under a single contract, when there is a written agreement.

### THE RESIDENTIAL TENANCY AGREEMENT

A tenancy agreement may be verbal or written. If written, a copy must be given to the tenant within 21 days of the tenant having signed and returned the original agreement to the landlord. A tenant may withhold his rent until he is served a copy of the agreement.

### OBLIGATIONS OF A LANDLORD

A landlord is responsible for ensuring that the premises are available for occupancy, are habitable and that he does not disturb the tenant's possession or enjoyment of the premises. Habitable premises must, generally speaking, provide a measure of safety and reasonable comfort.

### OBLIGATIONS OF A TENANT

A tenant is responsible for ensuring that rent will be paid on time, that other tenants will not be disturbed and that no illegal acts, trade or business will occur on the premises. He must further ensure that he will not do or allow significant damage to the premises, that he will keep the premises reasonably clean and that he will leave when the tenancy ends.

### NOTICE TO TERMINATE

When either a landlord or tenant wants to end a tenancy the notice MUST:

- \* BE IN WRITING
- \* identify the premises
- \* give the date the tenancy ends
- \* be signed by the person giving the notice.

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The amount of notice needed to end a tenancy agreement varies with the "tenancy period" and may differ for the landlord or the tenant. A tenancy period begins on the day rent is due and ends the day before the next rent is due. This need not be a calendar week, month or year. Note: If a landlord sells the premises, the new landlord (owner) must give the required notice to terminate.

Tenancy Period	Required Notice to be Given	
	by landlord	by tenant
week-to-week tenancy	1 tenancy week	1 tenancy week
month-to-month tenancy	3 consecutive tenancy months	1 tenancy month
year-to-year tenancy	90 days prior to last day of tenancy year	60 days prior to last day of tenancy year

EXAMPLE: In a month-to-month tenancy where the tenancy period begins the first day of the month and ends on the last day, a landlord would have to give notice before September 1st in order for it to be effective on November 30th. If he did not give the notice until September 1st, it would not be effective until December 31st since he must give three complete tenancy months notice.

#### SERVING NOTICE

The delivery of a notice of termination is very important. It must be served personally, by registered mail or by certified mail. If one of the latter two methods were used, a landlord would send the notice to the address of the premises rented by the tenant; a tenant would send the notice to the address where he pays the rent.

If a tenant causes a situation where the landlord cannot serve notice by one of the above methods, the landlord may serve notice on any adult who apparently resides with the tenant. The landlord may also serve notice by posting it in a conspicuous place on the premises.

#### LEGAL REMEDIES OF LANDLORDS

If a tenant breaks a tenancy agreement, the landlord may apply to court for rent arrears and damages. When a tenant fails to move out, the landlord may apply for possession of the premises and compensation from the tenant.

A landlord may end a tenancy agreement without the required notice period if the tenant commits a "substantial breach" of the agreement. A substantial breach

cont'd



occurs when a tenant does not live up to his obligations as outlined on page 1 (see paragraph "Obligations of a Tenant"), or commits a series of breaches of the tenancy agreement, the cumulative effect of which is substantial.

Where there has been a substantial breach, the tenant may be given 14 days notice to leave or, except where the substantial breach is for non-payment of rent, the landlord may apply to a court to end the tenancy. The notice MUST:

- \* BE IN WRITING
- \* provide details of the alleged breach
- \* state the termination date.

The notice to terminate is made ineffective if, before the termination date, the tenant writes a notice of objection stating his reasons. If the alleged breach is for non-payment of rent, the notice can also be made ineffective by the tenant paying the rent arrears.

If the tenant serves a notice of objection, the landlord may apply to court for termination of the tenancy.

NOTE: A landlord cannot end a tenancy agreement because the tenant took some action under this Act, The Temporary Rent Regulation Measures Act or The Rent Decontrol Act or refused to pay a rent increase which was not in accordance with the latter two Acts.

#### LEGAL REMEDIES OF TENANTS

If a landlord breaks the tenancy agreement or contravenes The Landlord and Tenant Act, 1979, the tenant may apply to a court for damages, reduction of rent to compensate for lost benefits, compensation for performing the landlord's obligations, and termination of the tenancy agreement.

#### SECURITY DEPOSITS

The MAXIMUM security deposit that can be charged is the equivalent of one month's rent. If a larger deposit has been given before this Act came into force, the excess must be returned to the tenant by September 28, 1979.

A landlord must pay a minimum of 6% interest on the security deposit. This must be paid annually, or the landlord and tenant may agree in writing that the interest will be compounded annually and paid at the end of the tenancy.

The security deposit must be returned within 10 days of the tenant moving out. If deductions are made, a statement of expenses must be provided to the tenant. Where expenses have to be estimated, the landlord must provide a final statement and the remaining balance to the tenant within 30 days of his moving out.

cont'd

Deductions may not be taken from a tenant's security deposit for "normal wear and tear" on the premises during his occupancy.

If a tenant disagrees with the type and/or amounts of deductions he may commence an action in court to recover the entire security deposit or the portion to which he claims to be entitled.

#### RENT INCREASES

In a residential tenancy agreement, whether on a weekly, monthly or yearly basis, a landlord must give the tenant WRITTEN NOTICE of the rent increase. The notice must be given at least 90 days before the date on which the increase is to take effect, or longer as specified in the tenancy agreement.

A tenant is considered to have agreed to the rent increase if he does not give a notice of termination to be effective on or before the date the rent is to be raised.

#### ABANDONED GOODS

When a tenant leaves goods behind at the end of a tenancy period or when he abandons the premises, the landlord may dispose of the goods if they are worth less than \$300. Goods worth more than \$300 may be disposed of where their storage would result in problems of safety, sanitation or depreciation in value. In addition, if the cost of removal, storage and sale of the goods would exceed the proceeds of their sale, they may also be disposed of. Where neither of these situations apply, goods must be stored for 60 days. If they are not claimed, they may be sold by public auction or, with court approval, by a private sale. If no bid is received on the goods, the landlord may dispose of them.

Money from the sale of abandoned goods may be applied by the landlord to his costs for removal, storage and sale and to any judgement he has obtained against the tenant. ANY SURPLUS MUST BE PAID TO THE PROVINCIAL TREASURER who will hold it for the tenant for one year.

#### ENTRY OF PREMISES BY A LANDLORD

Generally a landlord must have the consent of the tenant or an adult lawfully present before entering the premises. However, the landlord may enter without consent, if he thinks there is an emergency or that the premises have been abandoned. He may also enter without consent, but after notice has been given, in order to inspect or repair the premises or show them to prospective purchasers or tenants.

cont'd



A landlord's notice of intention to enter premises MUST:

- \* BE IN WRITING
- \* specify a reasonable time of entry
- \* be given to the tenant at least 24 hours before entry.

#### LOCKS AND SECURITY DEVICES

Neither a landlord nor tenant may be locked out. If a landlord adds or changes a lock, a key must immediately be made available to the tenant. A tenant may only add locks, such as chainlocks, that can be used from inside the premises. These must be installed and removed without damage to the premises or left attached to the premises when the tenancy ends.

#### IF PREMISES ARE NOT AVAILABLE FOR OCCUPANCY

If premises are not available to move into the first day of the tenancy, a tenant may reject the tenancy agreement or ask the court to order the landlord to comply with the tenancy agreement. The tenant may also apply to the court for damages resulting from the breach.

#### IF A TENANT DOES NOT MOVE OUT

A landlord may apply to a court for damages from a tenant who does not move out at the end of the tenancy. Damages may result from the tenant's failure to move and may include damages resulting from the landlord's liabilities to a new tenant because the premises are not available for occupancy.

#### PENALTIES FOR NON COMPLIANCE WITH THE ACT

A landlord or tenant who does not comply with the sections of the Act dealing with security deposits and locks and security devices, or who does not comply with a court order under this Act is liable, on summary conviction, to a fine of up to \$1,000.

#### FOR MORE INFORMATION

- \* Refer to The Landlord and Tenant Act, 1979. Copies can be purchased from a Landlord and Tenant Advisory Board, or from:

Alberta Government Services  
Publications and Statutes  
11510 Kingsway Avenue  
EDMONTON, Alberta T5G 0X5  
Tel: 427 4952

cont'd

\* Contact the Landlord and Tenant Advisory Board in your city, town or municipality:

BANFF LANDLORD AND TENANT ADVISORY  
BOARD  
c/o Banff Social Planning Council  
Olympic Building, P.O. Box 1835  
Banff, Alberta. T0L 0C0  
Phone: 762 4426

JASPER LANDLORD AND TENANT ADVISORY BOARD  
c/o School Board Office  
303 Pyramid Avenue  
Box 1557  
Jasper, Alberta  
Phone: 852 3356

CALGARY LANDLORD AND TENANT ADVISORY  
BOARD  
229 - 7th Avenue S.E.  
Calgary, Alberta. T2G 0H8  
Phone: 268 2341

LETHBRIDGE LANDLORD AND TENANT ADVISORY BOARD  
Yates Centre, 4th Avenue & 10th Street S.  
Lethbridge, Alberta. T1J 1P6  
Phone: 329 0636

CANMORE LANDLORD AND TENANT ADVISORY  
BOARD  
Box 347, Canmore, Alberta  
Phone: 678 4231

MEDICINE HAT LANDLORD AND TENANT ADVISORY  
BOARD  
City Hall, Medicine Hat, Alberta  
Phone: 527 3632

EDMONTON LANDLORD AND TENANT ADVISORY  
BOARD  
10237 - 98th Street, Musial Building  
Edmonton, Alberta. T5J 0M7  
Phone: 426 4951

RED DEER LANDLORD AND TENANT ADVISORY BOARD  
Suite 6, 4809A - 48th Avenue  
Red Deer, Alberta  
Phone: 343 0410

FORT MCMURRAY LANDLORD AND TENANT  
ADVISORY BOARD  
c/o AID Office (P.S.S.)  
9924 MacDonald Avenue  
Fort McMurray, Alberta  
Phone: 743 5000

HINTON LANDLORD AND TENANT ADVISORY BOARD  
Box 818, Civic Building  
Hinton, Alberta. T0E 1B0  
Phone: 865 2217

\* Or contact the nearest Regional Office of Alberta Consumer and Corporate Affairs:

ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY 261-6107  
#890 Pacific 66 Plaza  
700-6th Avenue, S.W.  
Calgary, Alberta T2P 0T8

LETHBRIDGE 329-5360  
#501 Professional Building  
740 - 4th Avenue, South  
Lethbridge, Alberta T1J 0N8

EDMONTON 427-5782  
7th Floor, Capitol Square  
10065 Jasper Avenue  
Edmonton, Alberta T5J 3B1

PEACE RIVER 624-6214  
10036 - 100 Street  
Bag 900  
Peace River, Alberta T0H 2X0

FORT MCMURRAY 743-7231  
9809 Main Street  
Fort McMurray, Alberta T9H 1T7

RED DEER 343-5241  
5008 Ross Street, Box 5002  
Red Deer, Alberta T4N 5Y5



## DRYCLEANING

ISSUED BY  
CANADIANA

APR 8 1991

Today's clothing might look and feel like wool or cotton but with our sophisticated technology, we are able to simulate almost any feature using a mixture of natural and man-made fibers. With this explosion of new fabrics on the market, drycleaning has become a complex business. Some fabrics simply are not drycleanable. The responsibility of caring for your clothing rests with you and the cleaner. This means knowing the fabric content, how to care for it properly, and dealing with a reputable cleaner.

A very expensive piece of clothing can be ruined in drycleaning. By careful shopping, you can avoid unnecessary costs or the disappointment of finding your clothing damaged by the drycleaning process. When clothes are ruined because of unknown fiber content, blame is difficult to determine and you may have to live with the loss.

The most important step then is to know what you are buying. You should know the nature of the fabric and whether the clothing is drycleanable. According to the Textile Labelling Act, all clothing and fabrics, except remnants, must be labelled with the kind and percentage of fiber. For example, the label or tag may read 65% polyester and 35% cotton. Articles of clothing may also carry care instructions. If so, a green circle will indicate the article is drycleanable. If the article does not carry cleaning instructions, check with the retailer or manufacturer before attempting to clean it.

Once you are satisfied your clothing is drycleanable, the next step is to shop for a reputable cleaner. Check their reputation with friends and the Better Business Bureau. If they are a new firm, contact Alberta Consumer and Corporate Affairs to ensure they are licensed. Finally, compare prices.

To help the cleaner do his best, don't forget to bring any stains to his attention, explaining the nature of the stains and any home remedies you may have tried to remove them. If the cleaner guarantees his work, you can ask for the guarantee in writing. This will avoid any misunderstanding or disappointments after the work is completed.

For cleaning a major or expensive item of clothing it is wise to ask for a written estimate. Remember, you may be protected under the Unfair Trade Practices Act if the estimate you are given is materially less than the final price and your consent was not received before the job was completed.

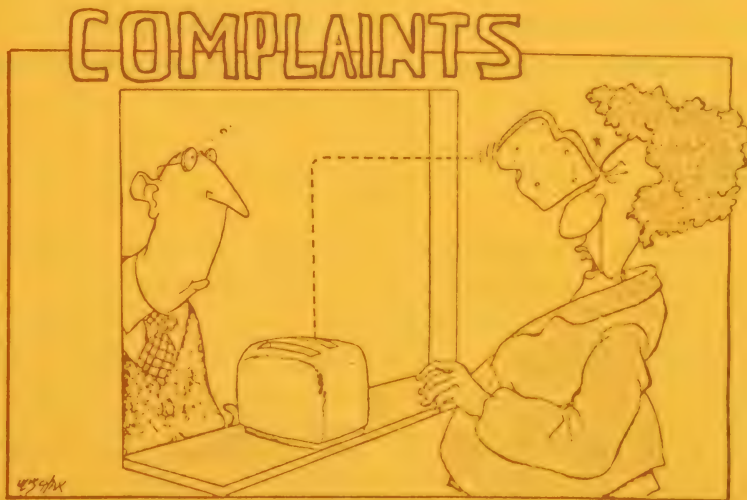


# TIPS

## MISLEADING REPAIR ESTIMATES

Misleading estimates on repairs to consumer goods, televisions, appliances, cars, continue to be a leading source of consumer complaints. These repairs are often expensive, inconvenient, time consuming, and at times, genuinely baffling. Because manufactured goods are usually fairly complicated, it can be difficult to know how to arrange for repairs when something goes wrong. The good news is that you can learn.

" See! "



Most consumer repair complaints concern misleading estimates which create discrepancies between the initial estimate and the final bill. If this sounds like your problem, you may be the victim of an unfair trade practice. If so, you may

be protected by The Unfair Trade Practices Act.

Most repair shops are run by business people who are fair, honest and anxious for your repeat business. They won't "underestimate" you. But occasionally, you run into a situation where you're asked to pay significantly more than was originally estimated. AND THAT'S AN UNFAIR TRADE PRACTICE.

#### WHAT DOES THE LAW SAY?

Generally, a misrepresentation which deceives a consumer is an unfair trade practice. So if you're a consumer and your final bill for some transaction (goods or service) is substantially more than was originally estimated, you've been given a misleading estimate and THAT'S AN UNFAIR TRADE PRACTICE.

#### PREVENTION

What's the best way to avoid getting trapped in an awkward situation concerning a misleading estimate? First you should be aware that some business firms give estimates that cover parts and labour, while others give estimates for labour only. Be sure to know what your estimate covers. Try to get an estimate IN WRITING for the total price, including parts (any materials) and labour. Secondly, if more work is needed, INSIST on being contacted before that work is done. That way you can be sure your bill will be within range of the estimate. Thirdly, deal only with a reputable repair outlet.



## A TYPICAL ENQUIRY/COMPLAINT

### Enquiry:

When my TV needed repairs recently, I obtained an estimate and approved the work to be done. When I went to pick up the TV, I still ended up with a bill a lot higher than the original estimate. Now they won't give me my TV back until I pay the bill. Can they do this? Do I have to pay the increased bill?

### Answer:

There are basically two problems involved here: the dispute over the bill and the shop's refusal to return the TV. According to THE UNFAIR TRADE PRACTICES ACT the onus is on the repair shop to get the owner's prior consent before proceeding with a repair which is materially more than the estimated or quoted price. That is why a clearly written and signed estimate specifying the authorized repairs and charges is important.

Unfortunately, when a disagreement occurs, it tends to be a case of pay now, dispute later. THE POSSESSORY LIENS ACT allows the repair shop to hold the repaired article until payment is received for repairs authorized on the work order. Simply put, a lien is a legal claim against property for the satisfaction of a debt. In this case the property is your TV and the debt is the repair bill which is in dispute. Your TV serves as security on the unpaid debt. The alternative to paying the bill first and arguing later is to go through the courts to get your TV back. The repair shop could conceivably continue to hold your TV as security against the unpaid bill until the dispute is resolved.

### PREVENTING PROBLEMS

- \* Deal with a reputable repair shop.
- \* Obtain estimates in writing.
- \* Ask that, if further work is needed, you be contacted, so leave a phone number where you can be easily reached.
- \* Ask the shop to return the used parts; keep these in case of problems later.

### SOLVING PROBLEMS

- \* Talk to the repair shop - clearly explain your concerns.
- \* Present important records - estimates, bills, warranties, reports from other mechanics.
- \* Consult the manufacturer's representative if the dealer cannot resolve the complaint on a new purchase to your satisfaction.
- \* Contact the nearest regional office of Alberta Consumer and Corporate Affairs if you are unsuccessful in resolving what you believe to be a valid complaint. We may be able to assist you in reaching a solution.
- \* Last chance: The Provincial Court: Small Claims Division. If you feel your claim is still outstanding after everything possible has been done, file a claim in the Small Claims Division of Provincial Court for any amount up to \$1000.00.



Alberta Consumer and Corporate Affairs Regional Offices

EDMONTON REGIONAL OFFICE  
3rd Floor, Capilano Centre  
9945 - 50 Street  
Edmonton, Alberta  
T6A 3K5

LETHBRIDGE REGIONAL OFFICE  
7501 Professional Building  
740 - 4 Avenue, South  
Lethbridge, Alberta  
T1J 0N8

CALGARY REGIONAL OFFICE  
222 Centre 70  
7015 Macleod Trail, South  
P.O. Box 5880  
Postal Station "A"  
Calgary, Alberta  
T2H 2M9

PEACE RIVER REGIONAL OFFICE  
Peace River Provincial Building  
9621 - 96 Avenue  
Bag 900  
Box 9  
Peace River, Alberta  
T0H 2X0

FORT MCMURRAY REGIONAL OFFICE  
9809 Main Street  
Fort McMurray, Alberta  
T9H 2K5

RED DEER REGIONAL OFFICE  
4920 - 51 Street  
Box 5002  
Red Deer, Alberta  
T4N 5Y5





## LEGAL REMEDIES OF CREDIT GRANTORS

### PROCEDURE FOR REPOSSESSION OR SEIZURE

One method by which a creditor can collect an overdue account is by repossession or seizure. This occurs when the Sheriff, on behalf of a creditor, takes goods from a purchaser who has failed to make payments according to the terms of his contract. By virtue of The Seizures Act a creditor cannot personally take back goods. Only the Sheriff or his delegate can do so.



**"So much for having to keep up to the Joneses."**

If a creditor wants to repossess or seize goods on a conditional sales contract or chattel mortgage, he provides a Distress Warrant to the Sheriff. This describes the goods to be seized and is attached to the conditional sales contract or chattel mortgage. The Sheriff delivers the Warrant to the debtor and either takes the goods away immediately or attaches a sticker and leaves them with the debtor. The goods in question are then effectively put in the debtor's trust and during this time he cannot sell them and he is responsible for taking reasonable care of them.

If the debtor objects to the seizure or repossession, he must complete the Notice of Objection form accompanying the Distress Warrant left by the Sheriff. This must be returned to the Sheriff's office within 14 days of the seizure. If an Objection is filed, a hearing is set and all parties are notified of the date.

At the hearing, a judge reviews the evidence and makes a decision about the disposition of the case. This could involve either approval or refusal of the creditor's application for removal and sale of the goods.

Note: If a debtor does not file a written objection, or does not appear at the court hearing, there is a strong likelihood that the judge will decide in the creditor's favour. Never ignore legal papers or process. Not doing anything usually works against you.

The procedure for repossession and seizure is very complicated and is discussed here only as a general guide. If you are ever involved in a repossession or seizure, contact a lawyer or the Sheriff's office for further assistance.

#### A SPECIAL NOTE ABOUT VOLUNTARY REPOSSESSION

Often a creditor approaches a debtor and tries to get him to sign a voluntary consent form, referred to as a quit claim, to return goods to the creditor. In this way the creditor avoids going through the courts or the Sheriff's office for a seizure. By signing a quit claim the borrower gives up his right to object and, for that reason, the practice is not recommended from the debtor's point of view.

It is important to know that a creditor's remedies are the same, whether he proceeds on a quit claim or goes to court and proceeds with a legal repossession or seizure. For example, on a conditional sales contract he can either repossess or sue; on a chattel mortgage he may be able to seize and/or sue. The need for caution exists since it is not uncommon for a creditor holding a conditional sales contract, to take back the item on a quit claim, sell it and then try to collect any balance still owing. By law, once he has received the goods, he has no legal right to claim for any amount that remains after the goods are sold. That does not, however, prevent the creditor from trying to get a voluntary payment from the debtor. If this additional sum were paid by the debtor, he could go to court and claim the return of this sum.

With a chattel mortgage, however, the creditor still has the right to claim from the debtor any amount still owing on the debt after the goods are sold if it is not a consumer purchase.

### EXEMPTIONS FROM SEIZURE

The Exemptions Act of Alberta specifies items that are exempt from seizure. The following are the major exemptions, although others exist:

1. Household furniture and appliances valued up to \$2,000
2. An automobile worth \$2,000 or less which is required for business purposes
3. Up to \$8,000 of the total value of a house owned and occupied by the individual or \$16,000 if owned in joint tenancy
4. Up to \$3,000 of the total value of a mobile home owned and occupied by the individuals.

NOTE: Goods purchased on a conditional sales contract do not fall within the provisions of The Exemptions Act since in this type of contract title or ownership of the goods stays with the creditor until the final payment is made.

### PROCEDURE FOR SUING

Another method by which a creditor can collect on an overdue credit contract is to sue the borrower for the amount owing.

As with a repossession or seizure, this is a legal procedure which takes place through the court system. It is handled by the Court of Queen's Bench or, if the claim is for \$1,000 or less, it can be handled in the Provincial Court, Small Claims Division. In either case, the creditor files a Statement of Claim, the debtor is notified and given the opportunity to file a defence and at a court hearing a judge makes the final judgement. If the debtor does not file a written defence, or if he does not appear in court, a default judgement may be made against him.

If the creditor is granted a judgement in his favour he can collect the debt by seizure and/or garnishment. In the case of seizure, the creditor (acting through the Sheriff) seizes goods to the value of the judgement given by the court. Garnishment, on the other hand, is a court order presented by a creditor to a debtor's employer requiring that part of the debtor's wages be paid into the court and then disbursed to the registered creditors.



Under the Alberta Supreme Court Rules, creditors are limited as to how much of a debtor's salary or wages can be claimed each month by garnishment. The limits are caused by the fact that a debtor can claim the following exemptions from garnishment:

1. A married person can keep \$400 a month
2. A married person with dependents can keep \$400 plus \$80 for each dependent each month
3. A widow, widower, unmarried mother or divorced person with dependents can keep \$300 plus \$80 for each dependent each month
4. An unmarried person can keep \$300 a month

A garnishee summons is legally valid for only one pay period. If the amount of the wages or salary available for garnishment in one pay period is not sufficient to satisfy the debt, the creditor must apply to the court for another garnishee summons for each and every pay period until the debt is paid off. Since the costs associated with garnishment are quite high and are charged back to the debtor, it is in the debtor's best interest to get the debt paid off with as few garnishments as possible.

In addition, garnishments are expensive for the employer to process and may be the cause of poor employer/employee relations. Section 40 of The Alberta Labour Act, Chapter 33, R.S.A. 1973 states that:

"No employer shall dismiss, terminate, lay off or suspend an employee for the sole reason that garnishment proceedings are being or may be taken against the employee."

While this protection exists, it is difficult to enforce. If a person has had a legal judgement made against him for an overdue credit commitment, it would be in his best interest to avoid causing the creditor to use garnishment as a method of debt collection.

For further information on the subject of credit, write Alberta Consumer & Corporate Affairs, Box 1616, Edmonton, Alberta T5J 2N9 and ask for the following tip sheets:

"Co-signing Credit Contracts"  
"Credit Worthiness & Credit Reporting Agencies"  
"In Debt?"  
"Responsible Credit Use"

## CONSUMER COMPLAINTS

### BOTH SIDES OF THE COIN

Volume 19  
CANADIANA  
61  
AUG 84 1984

The consumer is not always right - but neither is the store owner, sales clerk, plumber, home renovator, or manufacturer. Consumers sometimes do not read the store's "No returns" sign. Products may not live up to sales claims. As a result, thousands of complaints are lodged every year in Alberta. Some arise from misunderstandings and can be easily remedied. Others are serious and may wind up in court. Most can be settled if the buyer and seller recognize each other's rights and responsibilities, and use common sense.



**"Are you insinuating that I'm trying to sneak out without paying?"**

#### FOR THE CONSUMER

##### Preventive Medicine

By following these simple guidelines consumers could avoid many problems.

- \* Comparison shop. By looking at prices, guarantees, service agreements and other features in several stores, you can avoid the frustration of discovering you could have received a better deal elsewhere.

- \* Buy from reputable businesses. Check a company's reputation with the local Better Business Bureau. Ask friends and relatives where they shop for specific items.
- \* Ask about the store's policy on refunds and exchanges. You may not be entitled to them.
- \* Choose carefully. Have a firm idea of what you are looking for before shopping. Avoid impulse buying.
- \* Remember that most contracts are binding. If you change your mind about a purchase or find a better price elsewhere, you are usually bound by the original agreement.
- \* Keep records of your transactions. These include sales slips, cancelled cheques, copies of advertisements, contracts, bills and any other materials that document your case.
- \* Make sure you understand all instructions and terms of the guarantee before buying. If the label on your new sweater says "Dry Clean Only", do not expect it to hold its shape after you wash it.
- \* Extravagant product claims? If it sounds too good to be true, it probably is.
- \* Be particularly careful when buying by mail. If possible do not pay until the goods are delivered.
- \* When dealing with door-to-door sellers, ask to see their provincial direct seller's license.

#### HOW AND TO WHOM TO COMPLAIN

- \* Before going to the store, make sure your complaint is legitimate. Do you have reasonable expectations about the product? Do you understand the store's refund policy?
- \* Don't lose your temper. Explain your problem clearly and calmly to the sales clerk.
- \* If the sales clerk is unable to help you, see the manager. Be prepared to explain what you want done about your complaint.
- \* Negotiate. Although some stores may not give refunds, you may persuade the merchant to exchange your purchase or make alternate arrangements.



- \* Still no satisfaction? Send a registered letter to the person in charge or hand-deliver it. The following information should be included: your name, address and telephone number; the name and type of product purchased, date of purchase and price paid, an outline of the problem and your attempts to solve it, copies of receipts, work orders and any other documentation, and what you want the company to do about your problem. Keep a copy of the letter.
- \* Contact local consumer organizations, the Better Business Bureau or the local Chamber of Commerce and ask for their assistance after you have tried to settle the complaint directly.
- \* Get in touch with any industrial or trade associations to which the company or store belongs and ask for assistance.
- \* If you have signed an agreement to make regular payments on your purchase, send a copy of your letter to the company or bank from which credit was obtained.
- \* The Unfair Trade Practices Act in Alberta protects you against false, misleading or deceptive representations. If you have a complaint which falls in this area, contact the nearest Regional Office of Alberta Consumer and Corporate Affairs. They may be able to assist.
- \* When dealing with door-to-door sales people additional protection applies under The Direct Sales Cancellation Act. You may, within four days of receiving a copy of the contract, cancel a contract solicited, negotiated and signed in your home. To do this, send a letter to the seller's address shown on the contract. You do not have to give a reason for requesting cancellation. If you have paid a deposit, it must be refunded.
- \* If you have been unsuccessful in resolving what you believe to be a valid complaint, contact the nearest Regional Office of Alberta Consumer and Corporate Affairs. They may be able to assist in reaching a solution.
- \* File a claim in Small Claims Court if the amount is \$1,000 or less. Further information about Small Claims Court is available from the Alberta Attorney General's office, listed under Government of Alberta in your telephone directory.

## FOR THE MERCHANT

### Preventive Medicine

One of the best ways to avoid misunderstandings and complaints is to make sure customers understand the store's policy on refunds and exchanges.

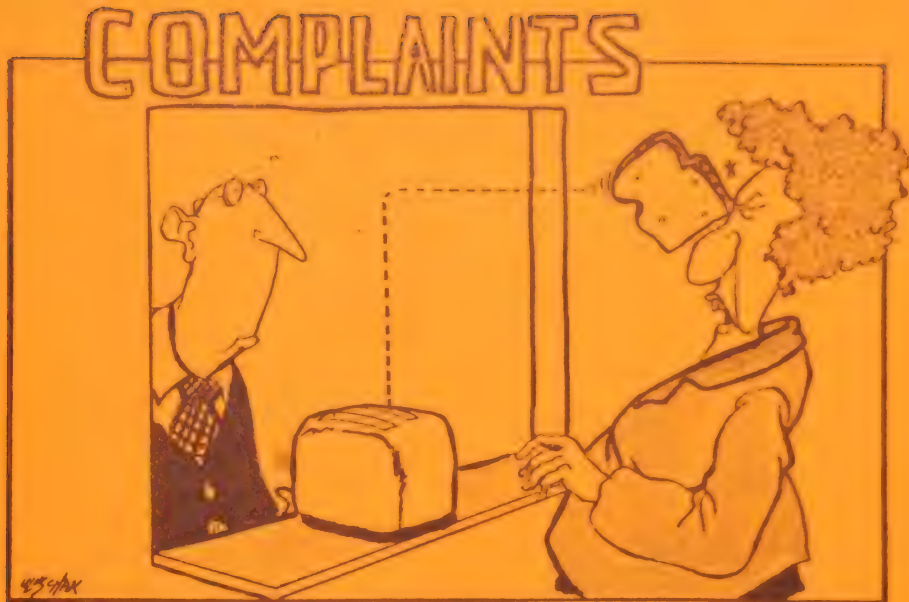
- \* Post notices about your store's refund and exchange policy so that customers and staff can easily read them.
- \* Be specific. "Absolutely no refunds or exchanges" is more straightforward than "Sales are final".
- \* If you offer exchanges or credits but not refunds, make sure the buyer clearly understands the difference.
- \* State clearly to which items your policy does not apply. For example, if you do not exchange bathing suits, make sure the customer knows this.
- \* Make sure customers understand the conditions. If a sales receipt is required for a refund, state this clearly.

Honesty, of course, is a store's best policy.

- \* Do not use terms that are misleading. Do not claim something will last "a lifetime" if it will really last only five years with normal use. The customer who may be perfectly satisfied with a product which will last for five years is bound to be unhappy if you raise unrealistic expectations.
- \* Familiarize your staff with consumer protection legislation. Make sure they know that exaggerated sales claims which may mislead consumers are contrary to The Unfair Trade Practices Act. If they are selling door-to-door, they should understand the licensing requirements of The Direct Sales Cancellation Act, including the provision regarding the four-day cooling off period.

These additional common sense suggestions may also avert trouble.

- \* Staff should know how long deliveries, repairs and other services will take. Do not let them make promises that you cannot keep.
- \* If you are unable to deliver on the date promised, call the buyer and explain the circumstances. By affording the consumer this courtesy you may be able to save the sale.
- \* Make sure all staff understand the company's policies particularly those involving refunds and exchanges.



" See! "

## HOW TO HANDLE COMPLAINTS

- \* Make sure your staff members are polite to the complainant and refer all unresolved disputes to the manager.
- \* Respond quickly. A customer who feels ignored may become more irate.
- \* Develop a policy for dealing with complaints and inform your staff. Many businesses require staff to file complaint forms which include the type of complaint and the action taken.
- \* If a Consumer Affairs Complaints Officer, lawyer, newspaper consumer columnist or other mediator is brought in, cooperate. Let them know your side of the dispute, so they can help find a satisfactory solution.
- \* Be prepared to negotiate. Bending a rule, particularly when some issues remain in doubt, may earn you a steady customer.



- Be calm and considerate. Explain the situation fully from your point of view. Admit your errors frankly or explain where the customer is wrong. Remember, it takes skill and experience to cope with complaints.
- Any cause for customer dissatisfaction is never regarded as trivial by the customer, however insignificant it may seem to you. Initial dissatisfaction, if not corrected, can lead to confrontation and loss of customers.
- If you are certain the customer is mistaken, politely but firmly explain your reasons. If the complaint involves your refund and exchange policy, point out your prominently displayed refund and exchange policy notice.

ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY 253-0909  
222, Centre 70  
7015 Macleod Trail S  
Calgary, Alberta T2H 2K6

LETHBRIDGE 329-5360  
#501 Professional Building  
740 - 4th Avenue, South  
Lethbridge, Alberta T1J 0N8

EDMONTON 427-5782  
3rd Floor, Capilano Centre  
9945 - 50th St.  
Edmonton, Alberta T6A 3X5

PEACE RIVER 624-6214  
Peace River Provincial Bldg.  
9621 - 96 Ave.  
Bag 900, Box 9  
Peace River, Alberta T0H 2X0

FORT MCMURRAY 743-7231  
9809 Main Street  
Fort McMurray, Alberta T9H 1T7

RED DEER 343-5241  
P.O. Box 5002  
Red Deer, Alberta T4N 5Y5

## TELEVISION REPAIRS

CONTINUED  
21  
AUG 2 & 1991

Several studies, including one by the British Columbia Ministry of Consumer and Corporate Affairs and one by the Edmonton Journal, found that T.V. repair services frequently made unnecessary replacement of parts and charged for parts that were not replaced. There are several precautions consumers can take to either protect themselves from this type of dishonesty or to deal with it should it occur.

First, make every effort to buy a television set that will require as little repair and service as possible. This is not as difficult as it sounds. Just ask your friends about their experiences and check consumer magazines for service records of the brands and models you might consider buying.

When you do select a television, keep a record of the delivery date, along with all receipts, warranties, and the owner's manual. If you should misplace the owner's manual, you can always order another one. You may need the receipt or warranty if a problem arises.

If you find your television is in need of repair, do not simply call the nearest repairman. Shop as carefully for a reputable repair firm as you originally did for the television set. Again, ask friends and contact the Better Business Bureau to see if they have had any complaints about a specific business.

Once you have selected a repairman, insist on a written estimate before you authorize any work. It is normal practice for a repair shop to charge to check over the set. However, to avoid surprises, be sure these "bench charges" are included in your estimate. Be suspicious if the repairman finds "extra" problems, such as four or five blown tubes. It is most unusual for more than one tube to go at a time. Do not forget to ask the shop for all the old, replaced parts.

Finally do not be pressured into paying a bill which is substantially higher than the original estimate. According to The Unfair Trade Practices Act, it is an unfair business practice to give an estimate for the price

of a service which is materially less than the price actually charged, or for the supplier to proceed with the repairs without the consent of the consumer.

For more information, contact one of the Regional Offices or write to Alberta Consumer and Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9. Ask for the following tip sheets:

- \* Appliance Repairs
- \* Guarantees & Warranties
- \* Misleading Estimates
- \* Shop Around
- \* Shopping For Major Appliances
- \* Truth in Selling: Unfair Trade Practices Act

ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

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7015 Macleod Trail S  
Calgary, Alberta T2H 2K6

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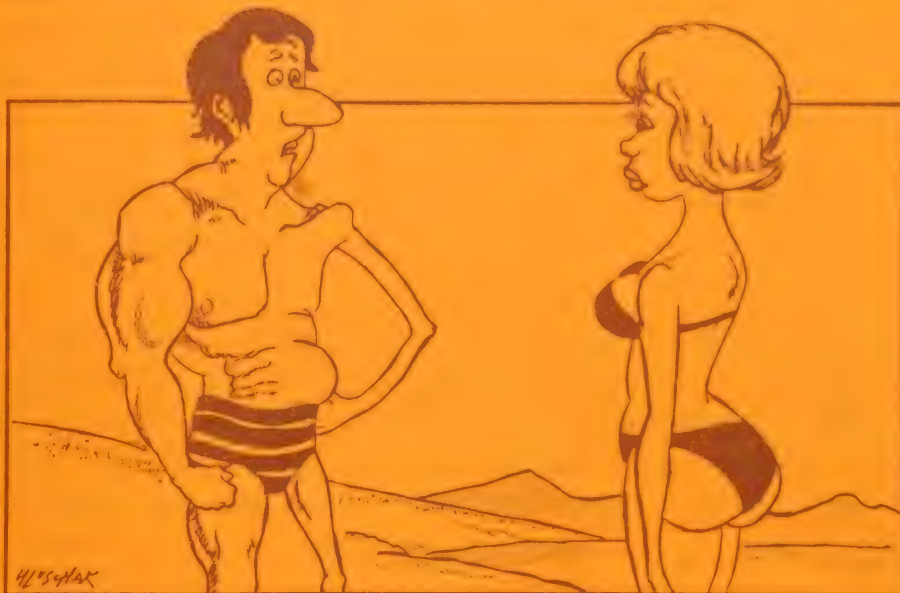
RED DEER 343-5241  
P.O. Box 5002  
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## MAIL ORDER BUYING

Flip through any magazine, or browse through the contents of your mailbox and you'll see mail order advertisements for everything from frilly underthings to fast growing shade trees.

There are hundreds of firms selling merchandise through the mail, and they process thousands of orders each week. In fact the number of mail order transactions conducted in Canada is so large that problems are certain to occur.



"I'M STILL WAITING FOR THE SECOND HALF OF MY MAIL ORDER BODY BUILDING COURSE."

### COMMON COMPLAINTS

The most frequent consumer complaints are listed below:

- \* non or slow delivery
- \* the item is of lesser quality than anticipated
- \* the advertised description of the item is inadequate, inaccurate, or misleading
- \* the item does not do what the advertisement said it would do
- \* mistakes in billing
- \* difficulties in obtaining refunds under the mail order company's guarantee

## LEGISLATION & CONSUMER RESPONSIBILITY

It is against the Alberta Unfair Trade Practices Act to advertise in a misleading or deceiving manner. For example, a mail order company cannot do the following:

- \* advertise that using a particular product will remove "X" number of inches from your waistline if this is not true
- \* display the price of an article itself in large print and the price of shipping and handling in small print
- \* claim that the product advertised is only available from a particular mail order company when this is not true

However, even though this legislation exists, consumers must rely on their own judgement. A certain amount of "puffery" is still allowed in advertisements. This is not considered misleading but can be very convincing. Also, although provincial officials check on offending advertising, there is such a large number of mail order advertisements in magazines, newspapers, catalogues and direct mail that it is unrealistic to expect all misleading claims have been discovered and removed from the marketplace.

The Unfair Trade Practices Act may help consumers recover losses caused by misrepresentations. But, you should be aware that when the mail order company and its assets are located outside Alberta, there are technical complexities which make it difficult and expensive to recover losses. Since most mail order companies are located outside Alberta, and since many mail order purchases are relatively inexpensive, it is often not worth trying to recover losses.

## PREVENTING PROBLEMS

Since problems are common and sometimes difficult to solve, the best policy is to prevent them from happening. Consider the following guidelines when buying by mail;

- \* Shop around! Could you get a better deal from another mail order business? Is the item you want available at a local store that you know and trust? It's usually better to see and examine an item before buying it.
- \* Deal with established, well-known mail order businesses, especially those recommended by friends and neighbours.
- \* Look for the Canadian Direct Mail/Marketing Association logo in the mail order advertisement. The logo is reproduced below.



- \* Check the company's reputation with the Better Business Bureau. For out-of-country businesses, they can give you the name of the Bureau closest to the company in question so you can make enquiries.
- \* Pay attention to the fine print in the advertisement. Does acceptance of the "special introductory offer" commit you to buy a specified number of books, records, etc. over a period of time?
- \* Be aware of negative option sales. Under this order system consumers who have joined a buying club, such as a record or a book buying club, regularly receive a card listing the featured selection. Some clubs send the merchandise itself. If the club member does not let the company know that he doesn't want the item, or in the second case send the item back within the specified time period, this indicates acceptance of the product and a bill will be sent. Negative option sales often cause problems for consumers who tend to procrastinate.
- \* Never be tricked into paying for merchandise that has been sent to you unsolicited. Refuse the parcel or tell the business that they can pick it up.
- \* If a guarantee is offered, always check the exact terms.
- \* Be on the lookout for extravagant claims. Nothing you can order by mail will "give you the bust you've always dreamed of" or make you "a millionaire overnight". If it sounds too good to be true it usually is.
- \* Realize that it is often difficult to buy an item by description. Even simple words like "red" can mean different things to different people.
- \* Look for the complete company name and address in the advertisement, in case you have to contact the company about a problem with your order. Many companies provide only a box number. Although different trade names in advertisements may lead you to think you are dealing with several different companies, you will often notice that the address under a variety of trade names is the same. This means you are dealing with only one company, not several.
- \* Don't assume that an advertisement appearing in a reputable magazine must be legitimate. Although some publications screen advertisements, this is not always the case.
- \* Realize that when the seller and his assets are located outside Alberta, there are technical complexities which make it difficult and expensive to recover losses.
- \* Order C.O.D. if possible. That way if the merchandise is not delivered you are in a good position to have your complaint handled.
- \* Include your return address with your order and notify the company of any change in your address. Blame for non-receipt of goods lies with the purchaser if he forgets to do this.
- \* Keep the following records:
  - money order or cheque number
  - order date
  - name and address
  - a notation of where and when the advertisement appeared



- \* Examine the merchandise as soon as you receive it and notify the company immediately if you've received wrong or damaged goods. Failure to do so can remove the seller's obligation to replace or repair the goods.
- \* If you decide to return the merchandise, send it by registered or insured mail.

### SOLVING PROBLEMS

Despite all your precautions, you may find it necessary to lodge a complaint against a mail order business. Remember that any company can make a legitimate mistake. Give them a chance to resolve it. If you have a justified complaint, follow the steps outlined below:

- \* Write to the company including the following details in your letter:
  - item(s) ordered
  - date ordered
  - your name and address
  - number of cheque or money order or a photocopy if you've already received your cancelled cheque
  - a clear statement of the problem
  - a clear statement of what you want done to correct it
- \* Be persistent. It may take more than one letter to settle the matter.
- \* If you don't obtain results, write to "Operation Integrity", the complaint department of the Canadian Direct Mail/Marketing Association. Give them as many details as possible, including what you've done to solve the problem yourself. Their address is provided below:

Operation Integrity  
Suite 405  
150 Consumers Road  
Willowdale, Ontario  
M2J 1P9

- \* If you still can't resolve the problem, or if you think the representation made by the mail order company is deceiving or misleading, contact the nearest Regional Office of Alberta Consumer & Corporate Affairs.

### FOR MORE INFORMATION

Send for the tip sheets listed below:

- \* Unsolicited Mail
- \* Record & Book Buying Clubs
- \* Truth in Selling: Unfair Trade Practices Act

They're available from Alberta Consumer & Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9. Or contact the Regional Office nearest you. Regional Offices are located in Calgary, Fort McMurray, Edmonton, Lethbridge, Peace River and Red Deer.

## SALES

### CHECK OUT THE SAVINGS

No matter when or where you shop, there always seems to be a rack or a bin of something "ON SALE". Before you rush over and select one of the sale items, STOP AND THINK - are you really getting the price advantage that the store says you are?

If a store advertises an item 50% off and the sale price is \$25.00, it must have previously sold that item at \$50.00. Some stores tend to exaggerate the savings you will make. According to the Alberta Unfair Trade Practices Act, a representation that a specific price benefit or advantage exists when in fact it does not, is considered misleading to consumers and consequently is an unfair trade practice not permitted under the Act.

Keep an eye on the prices of items you need and want, so when they are put on sale you will know if you're getting the price advantage advertised by the store. If you feel that the sale price benefit shown is misleading, ask the clerk for proof that the item has been previously sold at the higher price. Should the store refuse to show you proof of this, you might consider taking your business elsewhere.

Two other "eye-catching" phrases often seen bannered across store fronts and advertised in newspapers are "Fire Sale" and "Going Out of Business Sale". Since consumers are always on the lookout for a bargain, you tend to be caught by such phrases, assuming you can get a real "deal". This is not always the case!

Some less reputable firms advertise sales of this kind simply to draw customers into their stores. These stores have no intention of going out of business nor have they recently had a fire. False "Sale" claims of this nature are considered misleading under the Alberta Unfair Trade Practices Act. Any representation that goods or services are available for a reason that is

different from the fact, is forbidden under this Act. Furthermore, as of June 1, 1979, if a store is really having a bankruptcy, closing out, fire or removal sale, they must get a sale license for the specific type of sale from Alberta Consumer and Corporate Affairs Licensing Branch. The sale license is valid for sixty days from the date it is issued.

To avoid being drawn in and buying items that may not save you money, comparison shop! Check to see what the item costs in other stores. If those prices are similar to the "fire sale" or "going out of business sale" price, you'll know you're not getting such a great deal after all. And, if the merchant uses these tactics to get you into his store, do you really want to give him your business?

Be cautious! Don't be blinded by "SALE!" signs - keep your eyes open and look around to satisfy yourself that you really are coming out ahead.



"Someday, Son, this will all be yours."



## HOW MARITAL STATUS AFFECTS CREDIT

Credit is a necessity in today's society. Couples often prefer to buy now and pay later, rather than save now and buy later. This is the use of credit.

Marriage, divorce, or the death of a spouse can affect your credit rating. It is important to inform your creditors of any changes in your marital status and to consider separate credit files at the Credit Bureau in case of unforeseen changes.



**"Not only do we have trouble living within our means,  
we have a hard time living within our credit."**

### CREDIT BUREAUS

The registered name Credit Bureau applies to the cross-Canada members of the Associated Credit Bureaus of Canada. They collect information on local consumers who have made credit transactions with members of the Bureau. They provide information taken from credit applications, as well as details relating to an individual's repayment record. In addition, the Credit Bureau records information available through public records, such as statements of claim, judgements, and bankruptcies. When you apply for a loan of any type, the credit grantor may check your credit file at the Credit Bureau to help him determine if you meet his standards.

## MARRIAGE & CREDIT

The individual files are usually combined by the Credit Bureau and most retail stores at the time of marriage unless they are otherwise instructed. The couple is then judged as one unit. The poor credit rating of either partner affects the reputation of the other.

Establish a credit rating prior to marriage if possible. This requires a little time. Just follow some of these suggestions:

- \* Start a chequing or savings account in your legal or married name. Make regular deposits.
- \* Get to know your bank manager. He can be helpful in arranging loans.
- \* Apply for a credit card at a local store and pay your bills on time. Some stores will grant separate credit to a housewife who has no outside source of income.
- \* Married women may call the Credit Bureau to have a separate file kept under their own name. Use either your first name or maiden name in doing this.

EXAMPLE: Anne Bolin

NOT: Mrs. Robert Bolin

Anne Baxter

A. Baxter-Bolin

OR: Ms. with any of the above

It is important that accounts shared by husband and wife be listed with the Credit Bureau under both names. This can also be done with some, but not all, retail store credit departments. Most retail stores extend credit only to employed persons.

## SEPARATION, DIVORCE & CREDIT

Separation or divorce complicates the responsibility of credit payments. However, by following the suggestions mentioned below these complications may be avoided.

A wife cannot be held responsible for her husband's credit obligations unless she has signed the contract. However, the husband may be responsible for his wife's credit transactions. If you are thinking about separating or filing for divorce review any outstanding financial contracts to see who signed for them.

Inform, in writing, all institutions, businesses and commercial credit card companies with which you do business, that you will no longer be responsible for debts incurred by your estranged wife. Call the Credit Bureau to have your credit file separated.



Since both parties are equally responsible for joint accounts, couples who separate or divorce should work out payment arrangements with their creditors.

The following examples illustrate credit card responsibility:

- (a) If the card is issued in the name of Robert Jordan, then Robert Jordan is responsible for all debts incurred by using the card.
- (b) If the card is issued to Mr. and Mrs. Robert Jordan, then both husband and wife are equally responsible. This is also true for any loans where both partners have signed the agreement.
- (c) If the card is issued to the husband and he requests an extra card for his wife, then the husband is responsible for all debts as in the case of example (a).

By having separate credit accounts and maintaining separate credit files, the various financial disagreements concerning responsibility for debts can be avoided.

#### DEATH & CREDIT

Having a separate credit identity can be an advantage in the event of death of a spouse. The surviving person, your wife for example, will have access to credit while the estate is being settled, and will not have to establish a credit identity when she has no access to jointly held assets.

Mortgages can be insured so that in the event of death your survivors do not have to be concerned about these debts. Your life insurance policy should provide enough money to pay off the mortgage if this is desired.

In some cases the surviving member, your wife again, is asked if she wants to have your credit accounts transferred into her name. If she does, she becomes responsible for any outstanding debts. If the spouse refuses to transfer the account, and there is no estate, the debt is usually written off. Local businesses file against the estate for payment of outstanding debts left by the deceased.

Some bank card distributors treat the credit account as a joint account regardless of the fact that the spouse was not a cardholder and did not sign the credit agreement. They will take legal action to collect any outstanding debt. You should get legal advice if this happens.

#### COMMON-LAW RELATIONSHIPS & CREDIT

Common-law relationships can present problems with joint credit arrangements. Treat financial arrangements between you and your partner as a business agreement. Be careful about co-signing your partner's loans,



especially if they are for a large amount. You will be responsible for payment if your partner fails to make the payments.

If you decide to dissolve your relationship make sure you cancel any joint credit cards, and withdraw your money from joint accounts. Failure to do so could leave you partially responsible for any debts incurred, and could leave you without cash.

For more information on credit write to Alberta Consumer & Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9, and ask for any or all of the following publications along with a publications list:

Credit Worthiness & Credit Reporting Agencies  
Responsible Credit Use  
Legal Remedies of Credit Grantors  
Co-Signing Credit Contracts  
Credit, Putting It All Together  
Before You Go Under: A Self-Help Financial Management Guide

ALBERTA CONSUMER AND CORPORATE AFFAIRS REGIONAL OFFICES

CALGARY 253-0909

Box 5880, Postal Station "A"  
222 Centre 70  
7015 Macleod Trail South  
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3rd Floor, Capilano Centre  
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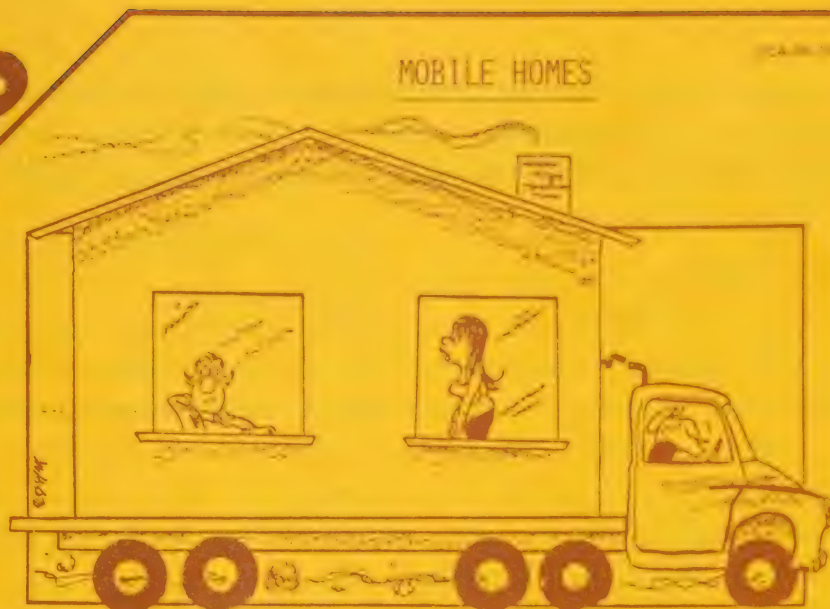
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9621 - 96 Avenue  
Peace River, Alberta  
T0H 2X0

RED DEER 343-5241

Box 5002  
4920 - 51 Street  
Red Deer, Alberta  
T4N 5Y5

# TIPS



"Just how far behind are we on our mortgage payments?"

For some people the mobile home represents a solution to the high cost of housing. Other people simply see mobile homes as an alternative to single detached housing or to multi-unit housing complexes. Under any circumstance, the decision to purchase a mobile home is a major one. Look at many mobile homes before choosing one in order to ensure you are obtaining the best value for your money. Investigate the dealer to see that he is trustworthy.

## WHAT IS A MOBILE HOME?

A mobile home is a factory built, single family dwelling designed to be transported on its own chassis and wheel system, or by any other means to an acceptable lot for year round habitation. Mobile homes are not made to withstand constant moving; in that sense they are not really mobile.

Following are the three major types of mobile homes that are available:

- (1) Single Wide - up to 14 feet wide and 65 feet long.
- (2) Expandable - one or more room sections that fold into the main unit when being transported. Unit can be expanded at site.
- (3) Double Wide - consists of two single unit sections joined together at the site to provide a bungalow style house up to 24 feet wide and 65 feet long.

The purchase price of a mobile home is less than conventional housing with most of the same features and some more as well. A typical mobile home includes a living room, kitchen-dinette, bathroom, at least two bedrooms and



built-in cabinets and closets. Mobile homes are usually equipped with a stove, refrigerator, automatic heating system, furniture, carpeting, and draperies. Optional features may include air conditioning, dishwasher, washer and dryer, and a garbage disposal unit.

#### USED MOBILE HOMES

If you are planning to purchase a used mobile home, use a great deal of caution. All mobile home dealers in Alberta must be licensed and bonded by the province and by some municipalities. However, if you are not purchasing from a dealer, thoroughly investigate the registration and make sure there are no liens against the unit. This can be done by copying the serial number, usually found on the home's metal frame or hitch, and having a search done by both the Motor Vehicle Branch and Central Registry.

When buying a used mobile home, ask if there are any warranties existing on the mobile home and its contents. If so, find out where the warranties will be honored. The warranties may be of little value if the seller is from another province or the dealer has gone out of business.

#### CHOOSING A SITE

Know where you are going to locate your mobile home before making a purchase. Check with the community where you intend to locate. Attitudes, zoning regulations, and availability of space vary.

If you do not own property, you will have to rent or lease a site in a mobile home park. Walk around several home parks. Check the facilities and talk to some of the residents. Get a copy of the park regulations to find out about rules, fees, eviction policies, and rental agreements.

#### CONSTRUCTION

The Canadian Standards Association has developed a set of minimum construction and structural standards known as CSA Z240 series. These standards cover vehicle frame, structural, plumbing, gas and oil, and electrical requirements. If a mobile home has been built to these standards, the CSA Z240 seal will be located on the outside of the mobile home near the main door. In addition to the CSA standards, the Alberta government requires that mobile home construction meet Alberta Uniform Building Code standards. An Alberta label is usually found near the CSA specification sheet. Any mobile home built in Alberta will have at least these two seals on it.



Some double-wide mobile homes manufactured in Alberta will have an A277 requirement seal. The A277 Standards are the same as the Canadian Residential Standards which are more stringent than the Z240 requirements.

#### INSTALLATION AND TRANSPORTATION OF HOME

Special convoy trucks transport mobile homes to their sites. Provincial highway regulations control transportation of mobile homes. If you are making arrangements to transport a mobile home yourself, check with the Transportation Safety Branch of Alberta Transportation for regulations regarding this.

It is very important that your mobile home be properly blocked on the site. Blocking should be done by a qualified person, preferably by the dealer from whom the home is purchased, and it should be checked every six months. See the manufacturer's blocking and tie down instructions which accompany the home. Improper blocking can nullify the manufacturer's warranty. Furthermore, some municipalities have local building codes which require certain types of foundation. Be sure to enquire before you arrange delivery.

#### FINANCING

Mobile homes are often financed through a conditional sales contract, which is the same type of loan secured on a car or appliance. This means you will have higher interest rates and a shorter repayment period than for conventional housing.

Mobile homes may also qualify for financing under the National Housing Act or Alberta Home Mortgage if they meet the Canadian Code of Residential Construction Standards (which are more stringent than the CSA Z240 standards) and if the purchasers meet certain requirements. Furthermore, the purchaser must either own his own lot or have leasehold rights for five years longer than the term of the mortgage.

#### INSURANCE

Purchase insurance for your mobile home. Your insurance should cover property, liability, and perils such as fires and storms. If the mobile home is going to be moved, coverage for physical damage is necessary. The general rule for the amount of coverage for a mobile home is as follows:

- (a) New mobile homes are covered for the cost of the home.
- (b) Used mobile homes, due to depreciation, are covered at their cash value.

#### ADDITIONAL COSTS

In addition to the initial price of a mobile home, consider the following additional costs:

- \* site rental fee if you do not own the property
- \* costs for skirting, steps, and foundation
- \* insurance coverage
- \* cost of blocking and setting up of mobile home if it is not included in purchase price
- \* delivery fee or mileage limit for free delivery
- \* legal fees for a lawyer, if one is used
- \* hook-up charges for utilities, gas or propane, and telephone

#### DEPRECIATION

Mobile homes that do not have a permanent foundation tend to depreciate in value. Depreciation rates vary from 20% in the first year to 2 to 5% after three years. Most mobile homes will depreciate up to 50% before they are ten years old.

#### POINTS TO CONSIDER

- \* Take your time shopping for a mobile home. Be certain that you are obtaining the best value for your investment.
- \* Be aware of credit costs, insurance requirements, and location lot rental.
- \* It is recommended that you hire a lawyer to oversee any mortgages, financial arrangements, or contracts.
- \* Be certain you understand your purchase agreement. Do not sign any contract or make any deposit unless you understand all its implications and terms.
- \* Do not accept verbal promises of warranty or service. Obtain such claims in writing and make sure your mobile home dealer can make alterations or adjustments.
- \* Make sure you know which warranties are honored by the mobile home dealer and which are not. Find out who is responsible for them.
- \* Remember, a contract is only as good as the parties involved. Check on the seller's reputation and stability. Talk to other people who have purchased homes from the seller.

## PURCHASING EYEGLASSES AND CONTACT LENSES

Many people put off going to the eye doctor or buying eyeglasses because of the expense involved. With government health benefits and wise consumer shopping these expenses can be minimized, making proper eye care as economical as possible. As a consumer you must shop around to make sure that you are getting the best quality for the least amount of money.

### WHO TO SEE

You can see an ophthalmologist or an optometrist for an eye examination. The ophthalmologist is a licensed physician with training in eye care. He can test for visual defects, prescribe eyeglasses, diagnose and treat eye diseases, prescribe drugs, and do eye surgery. Optometrists are doctors who are licensed to test for visual defects and to prescribe corrective lenses. They cannot prescribe medication and if they detect serious eye disorders, they refer the client to an ophthalmologist for treatment. Caution, do not confuse the term optician with the above mentioned terms. Opticians are eyeglass technicians who design the lenses based on a prescription they receive.

### FINANCIAL AID

Programs do exist to help defray the cost of eye examinations and eyeglasses. Most of these programs apply to senior citizens and low income families. Alberta Health Care covers the cost of eye examinations for families and individuals. Blue Cross provides company plans for eye care. Some ophthalmologists and optometrists do charge an additional fee payable by the consumer. Extended Health Benefits provided by Alberta Health Care are more extensive in defraying costs. Some eye doctors bill Alberta Health Care directly, while others will bill the consumer for the total cost. In order to be reimbursed, make sure your eye doctor provides you with a properly completed claim card. For more information contact Alberta Health Care Insurance at the office nearest you:

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to Daily Living" or "Social Allowance" programs. For more information contact the office nearest you.

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Once the examination is completed and the prescription for your eyeglasses is issued, you may purchase your eyeglasses from an optometrist or an optician. Some optometrists may insist on your purchasing eyeglasses from them, and some ophthalmologists may have a specific optician who handles their prescriptions. You are under no obligation and may purchase your eyeglasses wherever you choose. Before making any commitment to purchase find out the total cost of the eyeglasses. Ask for an itemized account of what the cost covers. Only by shopping around are you assured of getting the best value for your money.

### CHOOSING LENSES AND FRAMES

Now that you have decided where to make your purchase, you must decide on the type of lenses and frames you want. Some of the considerations for each are outlined below:

#### Glass Lenses

- \* Glass lenses should be hardened; if broken, the pieces of glass are not as sharp as untreated glass lenses.
- \* Glass lenses correct vision better than plastic lenses.

#### Plastic Lenses

- \* Plastic lenses are light in weight.
- \* They have strong impact resistance.
- \* They do not fog in moisture as easily as glass.
- \* Plastic lenses scratch easily.

#### Frames

- \* Metal frames are light and flexible.
- \* Metal frames fit unusual facial features easily.
- \* Choose a style of frame that completely surrounds the lenses. This ensures that the lenses will not fall out or break off easily.
- \* Durable nylon frames are suggested for athletes, students, or children.

#### Tinted Lenses

- \* Tinted lenses will ease eye strain which is caused by bright light.
- \* There is a range of tints; anything darker than a number 2 tint will impair your night vision.

## CONTACT LENSES

Contact lenses offer an alternative for those people who must wear corrective lenses. In addition, contact lenses have several advantages. A person wearing them has better side vision. They are more comfortable for some people to wear and they do not fog in moisture.

### TYPES OF CONTACT LENSES

Hard Contact Lenses are made of acrylic. These lenses require an adaptation period of one month and will last up to ten years. They must be removed after twelve hours of continuous wear and soaked in a special liquid. Cleaning them in a stronger solution is required monthly. They must never be worn while sleeping.

Soft Contact Lenses require only a one week adaptation period. They fit better than hard lenses and rarely become dislodged, but like hard contact lenses, they cannot be worn while sleeping. More care is required in cleaning soft lenses. They must be replaced every two years or so. Soft contact lenses are usually more expensive than hard lenses.

An Extended Wear Contact Lens has recently become available in Canada. This lens is made from a soft polymer material mixed with 72 per cent water. The high water content enables the necessary oxygen to pass freely through the lens to the eye. The extended wear lens can be worn longer than conventional lenses even while the wearer is sleeping.

Extended wear lenses are fragile, and because they are worn constantly, require greater care in removal and cleaning. Periodically the lenses must be taken back for restoration. Because of the design and nature of the extended wear lens, more frequent visits to the optometrist or ophthalmologist are necessary. If properly cared for they will last four or more years. They cost approximately 50 per cent more than conventional hard or soft contact lenses.

### PURCHASING CONTACT LENSES

Contact lenses should be prescribed by an optometrist or ophthalmologist who specializes in contact lenses. Prices vary among the different types of contact lenses so shop around. The basic fee should include the following package: initial office visit, eye examination, written prescription for the lenses, charge for grinding the lenses, a second office visit and fitting, and a specific number of follow-up visits.

The purchase of contact lenses is not covered by Alberta Health Care or Alberta Blue Cross. The consumer has to pay the full expense for contact lenses. If you have a complaint concerning service charges or repairs for eyeglasses or contact lenses, contact the following appropriate address:

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POINTS TO REMEMBER

When purchasing corrective lenses investigate further all the advantages and disadvantages of eyeglasses and contact lenses in order to make the best decision. Shop around for eye doctors and eyeglass or contact lens dispensers. Extra fitting fees and the price of eyeglasses and contact lenses will vary. Insist on the best service and quality for your money.

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T4N 5Y5



Most of us receive mail that we do not want: things like advertising leaflets, magazine subscription forms, or coupons to take advantage of special bargains. Most of these are perfectly legitimate practices, although they can be annoying.

### THE ROLE OF THE POST OFFICE

The Post Office has no legal authority to interfere with ordinary business carried out by mail. Certain mailings, however, are offences under the Criminal Code of Canada. These include the mailing of immoral or pornographic material, fraudulent or false advertising, or any article containing schemes to defraud the public. The Post Office investigates complaints about the objectionable use of mails and can discontinue mailing privileges where there is evidence of illegal use.

Any individual has the privilege of refusing mail sent to his home. Just mark it "refused," sign it, and return it to the Post Office. It is entirely up to the consumer whether or not to accept unsolicited mail.

### ADVERTISING BY MAIL

Mailed advertisements are perfectly legal, although many consider them an invasion of the privacy of their home. If you would like to receive fewer mail solicitations, write the Canadian Direct Mail/Marketing Association at 405, 150 Consumers Road, Willowdale, Ontario, M2J 1P9, asking them to remove your name from all mailing lists. This will eliminate the advertisements sent specifically in your name. However, you will still receive the mail sent to every household. Remember that you can always refuse unsolicited mail.

If you object to this form of advertising or consider it a wasteful use of paper products, complain to the advertiser.

### UNSOLICITED GOODS AND CREDIT CARDS

Occasionally businesses send unsolicited merchandise to your home. Such goods are not free unless circumstances clearly indicate that a gift was intended (e.g., free samples). If the goods have been delivered as part of an offer to sell you may, if you do not want them, refuse the parcel at delivery or indicate to the business that they can pick it up. You are under no obligation to pay the return postage unless you open the parcel. Because use of the goods may be considered an indication of acceptance of the offer

obliging you to pay, it may not be wise to use the goods.

Although it is illegal in Alberta, occasionally unordered credit cards may be sent to your home. By signing and using the card you indicate acceptance and assume responsibility for it. If you choose not to use it, destroy the card or return it to the sender.

REMEMBER

- \* Read all offers carefully.
- \* You can always refuse unsolicited materials.
- \* You are not required to pay for unsolicited goods merely upon their receipt. Use of such goods may, in certain circumstances, indicate acceptance of an offer of sale for such goods. It would be wiser therefore, not to use the goods.
- \* Understand the conditions of acceptance of any unsolicited proposition.
- \* It is illegal to send unordered merchandise by C.O.D.
- \* Report any suspected misuse of the mail to the Post Office Department, Ottawa.

For further information on related topics, write for the "Mail Order Buying" and "Record and Book Buying Clubs" Tip Sheets.

"Consumer Education Publications," a complete list of Tip Sheets and other publications free from Alberta Consumer and Corporate Affairs, is available by writing to Box 1616, Edmonton, Alberta, T5J 2N9.

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## RESPONSIBLE CREDIT USE

We are all familiar with credit. In fact, it is so much a part of our everyday lives that we take its availability for granted.

It offers many advantages however it can also cause a lot of grief.

The difference often lies in the attitude of the credit user. Problems can be avoided by responsibly choosing when to use credit, knowing the available alternatives, and shopping for best terms to suit your circumstances.

### GUIDELINES FOR THE WISE USE OF CREDIT

- \* All credit purchases should be planned in advance. Do you use credit to make impulse purchases?
- \* If you are tempted to buy something on credit, ask yourself whether there is any other way to buy the item? Could you save money and buy it for cash or make a larger down payment? Could you buy something less expensive? Could you buy it second-hand, rent it, or do without?
- \* Do not use credit to purchase things that will be used up or discarded before you have finished paying for them.
- \* Set your own credit limits and stick to them. Credit grantors will often offer more credit than you need. Decide for yourself how much money you are willing to allot to credit payments each month and what total amount of credit you are willing to carry.
- \* Growing incomes rarely outpace inflation. Many people buy on credit in the hope that their income will be higher in the future and they will have no trouble paying the credit bills. That is a dangerous approach. Although incomes are rising, so is the cost of living.
- \* If you do decide to use credit, shop around for the least expensive credit deal. It will have a large down payment, a low annual interest rate, and as large a monthly payment as you can afford, resulting in a shorter repayment period.
- \* Plan the use of credit cards as carefully as other forms of credit. Credit cards may seem painless to use. However using a card to buy something you really cannot afford can be the first step toward serious debt problems.
- \* If you use credit cards as a convenience, pay the bill by the due date to avoid the interest charges.
- \* Keep track of what you charge on your credit cards so that you will not be surprised when the bill arrives.

### WHAT ARE YOUR CREDIT COMMITMENTS?

Complete this chart to help you determine what you owe and to whom.

List all credit contracts, loans, and credit cards.

MONEY OWING ON CREDIT CONTRACTS		
Name of Company	Monthly Payment	Full Amount Owng
TOTALS		

- \* Having brought to mind the number and amount of your credit commitments, can you honestly say that you are following the suggested guidelines for wise credit use?
- \* Are the monthly payments that you have listed causing you trouble in other areas? Are you putting off rent or utility bills as they come due? Do you have to moonlight to handle bills? Are you only able to pay the minimum amount on charge accounts and credit cards? If so, it is time to reassess your current attitudes and practices regarding credit.
- \* Compare the total amount of your monthly credit payments with the total amount you put aside monthly for an emergency fund, a replacement fund and for short and long term goals. If you are not saving for the future you are probably always going to be caught up in the credit syndrome. It usually makes more sense to save now and buy later than to buy now and pay later. What are you doing?
- \* How much do you pay in interest each month? Would spending this money on other things help you achieve your goals?
- \* If you would like more information about managing your money wisely, send for "Before You Go Under: A Self-Help Financial Management Guide" and "Credit: Putting It All Together." They are available free from Alberta Consumer and Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9.



## CHILDREN'S ADVERTISING: A PARENT'S GUIDE

Advertising to children works! Children often want and demand advertised products. Products which, in their parents' view, are too expensive . . . poor quality . . . non-nutritious . . . potential health hazards . . . Do not abandon your children to the flashy toy commercials on TV and the colorful cereal boxes in the supermarket. There is much that you can do to help them cope with the persuasive tactics of clever advertisers.



"Junior said his first commercial today"

This tip sheet offers suggestions for using day-to-day activities to help your children recognize, understand and evaluate advertising messages. Not all the suggestions are practical for all families. It is up to you to choose the ones which will work best in your situation.

### 1. WATCH TV WITH YOUR CHILDREN, DISCUSS THE COMMERCIALS YOU SEE

Viewing together can be far more effective than many parents realize. Children are curious. They learn rapidly and believe what their parents tell them. If you make a few comments about the commercials you watch together, you are likely to have more impact than the commercials themselves.

Here are some questions and ideas that you can discuss with children of various ages. They are just examples to get you started. Once you are in front of the TV set with your children, you will be able to think of more.

#### CHILDREN UNDER EIGHT

The age at which children develop the ability to tell the difference between television commercials and programs, varies from child to child. Researchers



have found, however, that most children under eight cannot make this distinction. Even if they know there is a difference, they usually do not understand that commercials are trying to sell them something. Because of this they are likely to think commercials are completely truthful, and are likely to want the products being advertised. Go slowly with children of this age. Keep ideas simple. Ask the questions listed below from time to time until you are sure your children understand. The questions are listed in order from simple to more complex. Realize that the difference between commercials and programs, and the idea that commercials are trying to sell something, are difficult concepts to master. Some children are simply too young to understand. If this seems to be the case with your child, leave the subject and come back to it in a few months. On the other hand, if your child can answer all the questions listed below, move on to discuss the questions in the next section.

- \* "Tell me when the next commercial comes on."
- \* "Do you like commercials?" "Why?"
- \* "Do you like the commercial that's on right now?" "Why?"
- \* "Which is your favorite commercial?"
- \* "What is a commercial?"
- \* "Who puts commercials on television?"
- \* "Why are there commercials on television?"
- \* "What kinds of things are advertised on children's shows?" "Why?" "Are different things advertised during mommy's and daddy's favorite TV programs?" "What?" "Why?"
- \* "Did you ever ask me to buy you something you saw on TV?" "What was it?" "Was it as good as it looked on TV?"

## CHILDREN EIGHT TO TWELVE

Although children over eight years old usually understand the reason behind commercials, they are often not skilled at understanding and evaluating them. They might suspect that advertisers try to make things look better than they really are but they cannot tell exactly "when" or "how" this is being done. You can help them see through commercials. Start by discussing the questions listed in the previous section. If your children have grasped these concepts, move on to discuss questions such as those listed below. Remember, understanding will not happen overnight. Be patient and repeat the ideas often.

- \* "How did the advertiser make the toy or food look better?" Some things to watch for and discuss with your children are listed below:
  - *Special lighting effects* can make a doll look elegant or a toy monster seem scary.
  - *Camera angles and close-up shots* can make items such as a toy or chocolate bar look bigger.
  - *Special surroundings* can make anything look good. For example, a toy raft will look much better speeding down a real river in the commercial than floating around in the bathtub at home.

- *Fast cutting*, the technique of editing many different shots together, can make a product look more exciting.
- *Sound effects*, such as a cheering crowd welcoming a toy astronaut back to Earth, can make products more appealing.
- *Music* can grab attention and set a mood.
- *Appealing cartoon characters* can attract children's attention to the commercial.
- *Slogans and jingles* are designed to help children remember brand names and other important things about the product.
- \* Advertisers can also make products look better by using subtle appeals to children's desires for fun, friendship, and excitement. Help your children see through these appeals. For example, if you are watching a commercial for a breakfast cereal that shows a group of children laughing gaily, you could ask questions such as: "Why are the children laughing?", "Do you laugh when you eat cereals?", "What do you laugh at?"
- \* "What does 'batteries not included' mean?" "What does 'some assembly required' mean?" Statements such as these are usually unnoticed or misunderstood by children, so they should be pointed out and explained.
- \* "Why did the commercial say that chocolate bar is the best there is?" "Is it the best?" Children often literally believe that a certain chocolate bar is "the best" or a toy race car is "the fastest."
- \* "What is this commercial trying to sell?" Use this question when a commercial contains a premium offer such as a plastic toy. Children often cannot tell what is being advertised--the product or the premium. Other related questions are: "Why do they put the plastic toy in the box?", "Where else could you get a toy like that?"
- \* "Do brightly colored cereals taste better than cereals which are not colored?" "Are they better for you?" "Which foods are not good for you?" "Why not?" "Which foods are good for you?" "Can you name some nutritious foods that you have seen advertised on TV?" "Why don't they advertise nutritious foods more often on TV?"
- \* "What should commercials tell us that they sometimes don't?" "Where could you get this information if you wanted to buy something?" Topics such as the price, materials or ingredients, size and durability are rarely mentioned. Talk to your children about shopping around to find this information and using other resources such as consumer magazines.
- \* Talk to your children about commercials which are aimed at adults. Point out things such as using a certain hair dye will not make a woman irresistible to men; headache remedies and other advertised drugs should not be used by children.
- \* When you see a product or a commercial you do not approve of, say so. Tell your children why you feel that way. Similarly, when you approve of a product or commercial, explain why. Encourage your children to do the same.



## 2. TAKE YOUR CHILDREN SHOPPING

Shopping together gives you the opportunity to talk about and demonstrate what most children's television commercials fail to teach, namely, how to choose products wisely. Older children tend to learn a lot about being a consumer by observing and imitating their parents' behavior. So, give your children an example you would like them to follow. Younger children seem to learn more by talking with their parents than they learn by watching them shop. Some questions and suggestions are offered below. Remember to go slowly, especially with young children, and to repeat the ideas often.

- \* When your children go grocery shopping with you, discuss items which are of special interest to them. Breakfast cereals, for example, offer many possibilities. Ask questions such as: "Which is the prettiest cereal box?", "The funniest?", "The most colorful?", "Why do the manufacturers spend so much time decorating the boxes?", "Which cereal name do you like the best?", "Why do they put items such as whistles, plastic toys, and picture cards in cereal boxes?", "Can you tell by looking at the box which cereal is the best?", "Which cereals are good or bad for you?", "How can you tell?"
- \* Show children, who are old enough, how to read labels so they will be able to choose nutritious foods.
- \* Make rules for food selection such as: "Our family does not buy a food product if it contains a lot of sugar, if it has a premium packed in the box, or if it's over a certain price."
- \* Let older children choose foods based on the guidelines you have set.
- \* Point out highly advertised products. Ask questions such as: "Does this toy car look as attractive as it did on TV?", "Is this chocolate bar as big as it looked on TV?", "How did the advertiser make the toy, chocolate bar, etc., look so good in the commercial?"
- \* When possible, look inside toy packages. Ask questions such as: "Is this toy as big as it looked in the picture on the box?", "Does it look the same as in the picture?"
- \* Take your children shopping when you are buying something for them. They will be interested in learning how to choose such things as toys, batteries, bicycles, records, tapes, and hobby equipment. Discourage making choices for advertising induced reasons such as "I want it because it looks like fun," "because everyone else has one," "because it's in a pretty box." Show them how to determine whether the items are well made, suitable for their ages, etc. Talk about comparing prices and brand names.
- \* If you are shopping for an unfamiliar item, gather the information you need before you go shopping. Show your older children how to use product test reports. Talk to people who are knowledgeable about the items.
- \* If your child wants a certain item, have him ask friends who already own the item questions such as: "How long have you had it?", "Is it fun to play with?", "Does it still work?"
- \* Talk about in-store advertisements and marketing techniques. Ask questions such as: "Why did they stack all this macaroni or canned corn at the end of the aisle?", "Why are these chocolate bars and magazines right next to the check-out counter?", "Do you think this 'special offer' is a good deal?"
- \* Explain your reasons for buying or not buying certain items.



### 3. LET YOUR CHILDREN DO THEIR OWN SPENDING

After carefully training your children during shopping trips together, let them buy things on their own. Start with something simple and gradually work up to more complicated purchases. It is important to give advice and supervision. Talk about the items that the children are to buy before they go to the store. Be sure they know how to make wise choices. If left on their own too soon, children may develop poor buying habits that will remain with them for many years.

### 4. INCORPORATE CONSUMER LESSONS INTO PLAY ACTIVITIES

You can teach many consumer lessons by suggesting play activities that suit your children's ages and experiences. Games such as pretending to be a store manager or an actor in a TV commercial take the mystery and romance out of advertising and help children understand it better. Some questions and suggestions are offered below:

- \* Save cereal boxes. Ask your children to pretend that they are package designers. Have them cut out paper the size of the box, choose a catchy name, color the paper and glue or tape it to the box. They could even incorporate a premium offer if they wish. The idea is to make the package as appealing as possible. Young children might like to color in a design that you draw. Save and wash empty cans and have the children make labels. Make chocolate bar wrappers too, along with any other type of package you or your children find interesting.
- \* The boxes and cans can be used in a play store. Encourage your children to use the marketing techniques they have seen and discussed during shopping trips with you. For example, they can have a special sale, make an end-of-aisle display or place impulse items at their check-out counter.
- \* After returning home from a shopping trip, play-act the situations you have encountered. For example, you could be a toy salesman and your children could take turns being consumers, and asking questions about the toys. Then switch roles. Encourage your children to ask questions such as: "What is it made of?", "How long will it last?", "How much does it cost?"
- \* Look through comic books, magazines, and catalogues together. Talk about the mail order advertisements you see. You might allow your children to order something such as a "toy soldier" or some "live sea horses." Ask questions such as: "Do you think that you have had to wait too long for your order?", "Where else could you have bought this item?", "Would it have been less expensive if you bought it someplace else?", "Is it as nice as you expected it to be?"
- \* Have your children make up a TV commercial for a well known or imagined product. Ask them questions such as: "How can you make the product look better than it really is?", "What can the advertiser say to make people want to buy it?", "What sound effects could be added?", "How should the people in the commercial act?" Your children can take turns coloring or painting background scenery, making sound effects and being the director, cameraman, actor, etc. Ordinary household items can be used as props. A child's imagination can easily turn a flashlight into a dazzling spotlight or a bottomless box into a TV screen.

## 5. SAY MORE THAN "YES" OR "NO"

Most children ask their parents to buy items they have seen advertised. They can learn a lot about being a consumer, depending on "how" their parents say "yes" or "no." Parents are often reluctant to say no, preferring to keep peace at home or quiet in the supermarket. This can lead to a snowballing of demands for advertised products. It is best to follow your instincts. Do not buy products of which you disapprove, even if it does result in conflict. Realize that advertised products are very tempting to children. It is natural that they will be upset when you say "no." Help your children learn from their purchase requests by trying some of the following suggestions:

- \* Try to determine whether a request is merely a want of the moment or a sensible and creative want that would add to an interest or hobby.
- \* Have older children carefully research the items they request and explain their reasons for wanting them.
- \* Recognize your children's legitimate need to be "part of the group." A child might really need a bicycle, for example, in order to take part in the activities of his group. Try to meet such needs when possible to do so.
- \* Avoid simply saying "no." Give a short and clear reason why you will not buy the item. Sympathetically discuss your reason.
- \* Suggest alternatives to the products which your children request that are more in keeping with your standards. Explain why they are better.
- \* If you agree to buy an item explain your reason for doing so.
- \* Your example is more powerful than your words. Parents who are obviously under the spell of advertisers, impulsively buying what they want when they want it, will find it more difficult to deal with their children's demands.

## 6. LET YOUR FEELINGS BE KNOWN

If you have a complaint about a children's TV commercial tell the station on which the commercial appeared and write to the following address: Children's Advertising Section, Advertising Standards Council, 1240 Bay Street, Suite 302, Toronto, Ontario, M5R 2A7. Older children can help you write the letter.

If you do not like a certain product or package, let the manufacturer know. If you do not like a store display which is directed to children, talk to the manager. Take action to ensure that advertising directed to children is fair and does not take advantage of their special sensibilities.

Remember that children influence each other. So, talk to your friends, family, and neighbors about children and advertising. If other parents teach their children how to critically analyze advertising, there will be less pressure on your children and you.



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### PROVINCIAL LEGISLATION

The Unfair Trade Practices Act, administered by Alberta Consumer and Corporate Affairs, specifies the types of business practices which are considered to be unfair and provides guidelines for what is considered to be misleading advertising. For example, unfair advertising would include elements which do the following:

- \* Mislead the public concerning the price, previous history, availability or description of an item.
- \* Mislead the public in the description of guarantees of performance, of efficiency or the length of life of the product.

One very important aspect of the Unfair Trade Practices Act is that it allows for compensation to individual consumers who have suffered loss due to misleading business practices, including misleading advertising. For more information about the compensation and for a complete description of the Unfair Trade Practices Act, contact Alberta Consumer and Corporate Affairs, Box 1616, Edmonton, Alberta, T5J 2N9. Ask for a copy of the free booklet, "Unfair Trade Practices."

Credit advertising is specifically regulated in Alberta by the Credit and Loan Agreements Act. If an advertisement refers to any of the terms of a loan, then, by law, full disclosure of all other pertinent information must be given. For example, a credit granting institution may not advertise "monthly payments of \$89.95" without mentioning the annual interest rate, the total cost of the loan, and the repayment period.

### FEDERAL LEGISLATION

At the federal level there are several statutes which make it a criminal offence for a merchant to engage in misleading advertising. The most important one is the Combines Investigation Act. This act makes it an offence for a business to advertise in a deceptive manner. Since the Combines Investigation Act is criminal law, each element in the charge laid under it must be proven beyond a reasonable doubt. Consequently, a very careful investigation must be undertaken. If a company is convicted under the act, fines and imprisonment may result. A disadvantaged consumer, however, cannot expect to be compensated as a result of the conviction.



Other federal statutes, which make misleading advertising a criminal offence, include the Consumer Packaging and Labelling Act, which makes it an offence to include false statements on product labels, and the Food and Drug Act, which similarly makes it an offence to publish misleading advertisements about food or drugs. For further information about these acts contact Consumer and Corporate Affairs, Canada.

#### VOLUNTARY CODES

The Canadian Advertising Standards Council is the self-regulatory body for Canadian advertisers. It operates three voluntary codes: "The Canadian Code of Advertising Standards," "The Code of Consumer Advertising Practices for Non-prescription Medicines," and the "Broadcast Code for Advertising to Children."

The Council judges advertisements strictly within the context of these codes and applies set procedures in each case. If an advertisement is found to violate one of the codes, the advertiser is asked to change it. The Council reports that the majority of advertisers will comply. If they refuse to do so, the media involved is asked by the Council not to accept the message until it has been satisfactorily revised. The media, being supporters of the Council, generally agree to do this. To lodge a complaint or for more information about the codes, write to the Alberta Advertising Standards Council, P.O. Box 2990, Calgary, Alberta, T2P 2N7, or P.O. Box 9009, Station E, Edmonton, Alberta, T5P 4K1.

Numerous industry associations are voluntarily developing advertising guidelines for their business. Some of these include:

- \* Alberta Automobile Dealers' Association--Code of Advertising Ethics.
- \* Bank of Montreal--Code of Advertising Practices.
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## HIRING SOMEONE TO DO THE JOB?

### BUYER BEWARE

If you apply for a grant under the Alberta Pioneers' Repair Program, this tip sheet is for you. It explains the precautions you should take if you hire someone to do the home improvements or repairs.

#### FINDING THE RIGHT PERSON TO DO THE JOB

Use extreme caution when choosing someone to do the work. Follow these tips:

- ★ Ask your family, friends and neighbours which businesses they'd recommend.
- ★ Call the Better Business Bureau to check on the reputations of the businesses you're considering. Many trades also have associations you can call for this purpose. Look in the yellow pages of your local phone book under 'associations'.
- ★ Any home improvement contractor who comes to your home must have a Provincial Direct Seller's License. Ask him to show you his license. Don't deal with anyone who does not have one.
- ★ Check your local phone book to be sure the businesses you're considering have permanent office locations.
- ★ Ask each business for names of previous customers. Then phone these people and ask if they were satisfied with the work done.
- ★ Get a written estimate from at least 3 businesses. Be sure the estimates are all based on the same material and amount of work.
- ★ Consider the estimates carefully. Decide who you will hire. Don't automatically choose the lowest estimate.
- ★ **Don't let the salesman pressure you into signing a contract. If he tries to pressure you, ask him to leave your home immediately.**

#### NEGOTIATING HOW THE BILL WILL BE PAID

**After** you have chosen a contractor and have agreed on the cost of the work, tell him you have an Alberta Pioneers' Repair Program grant. Ask him if he will wait to be paid until you have checked the work and are satisfied and until you have had time to withdraw your grant money. Many contractors will agree to this. As soon as the work has been completed, send the invoice to the Repair Program office for approval. You should be able to withdraw the money and pay the contractor within 2 to 3 weeks.

If the contractor insists on a downpayment, make as small a downpayment as possible. If he insists on full payment on completion of the job, carefully consider whether or not you wish to do this. If you make full payment and later discover that the work is unsatisfactory, you might have trouble getting the contractor to come back and correct the problem. If you decide to make a downpayment or pay for the work on completion, you will have to use your own money. **The Repair Program office will not authorize withdrawal of money from your grant until the work has been completed and meets with your satisfaction.** It may be to your advantage to deal only with contractors who do not insist on a deposit or payment on completion of the job, but will allow you up to 30 days to pay.

No matter what payment arrangements you make, always hold back at least 15% of the



value of the work done until 35 days after the work is completed. According to the Builder's Lien Act, the contractor cannot demand full payment before then. Before making this final payment, be sure that no liens have been registered against your property.

### **PREPARING THE CONTRACT**

Never hire anyone without a written contract. Include the following items:

- ★ Your name, address and phone number and those of the contractor
- ★ A detailed description of the work to be done
- ★ A detailed list of materials to be used including colours, grades and qualities
- ★ A statement of any warranties that are offered
- ★ The approximate beginning and completion dates
- ★ The total price
- ★ The amount of the downpayment, if one is required
- ★ How and when the balance is to be paid
- ★ Your signature and the signature of the contractor
- ★ The date the contract is signed.

### **CANCELLING A DIRECT SALES CONTRACT**

**If a contract is solicited, negotiated and concluded in your home, you can cancel it as long as you do so within 4 days of receiving your copy of the contract.** This also applies to contracts entered into at places other than the seller's normal place of business. However, there are some exceptions. Phone Alberta Consumer and Corporate Affairs if you'd like more information. To cancel, write a letter and deliver it personally or by registered mail to the name and address provided for this purpose in the contract. **You do not have to give a reason for cancelling.**

### **FOR MORE INFORMATION ABOUT THE ALBERTA PIONEERS' REPAIR PROGRAM**

Call the Repair Program office in Edmonton at 427-5760. Residents outside Edmonton may call collect.

### **FOR MORE INFORMATION ABOUT HIRING SOMEONE TO DO THE JOB**

Contact **Alberta Consumer and Corporate Affairs** at the following addresses:

**Calgary 253-0909**  
Centre 70  
7015 Macleod Trail S.W.  
Calgary, Alberta T2H 2K6

**Edmonton 427-5782**  
3rd Floor, Capilano Centre  
9945 - 50 Street  
Edmonton Alberta T6A 0L4

**Fort McMurray 743-7231**  
9809 Main Street  
Fort McMurray, Alberta T9H 1T7

**Lethbridge 329-5360**  
501 Professional Building  
740 - 4th Avenue South  
Lethbridge, Alberta T1J 0N8

**Peace River 624-6214**  
Peace River Provincial Building  
Bag 900, Box 9  
Peace River, Alberta T0H 2X0

**Red Deer 343-5241**  
4920 - 51 Street, Box 5002  
Red Deer, Alberta T4N 5Y5







